

Version Number

2.9.13

Page Heading

Terms and Conditions

What's Changed Title

What's Changed Text Body

These terms and conditions contain a binding [Arbitration Agreement below](#). Please read the Arbitration Agreement carefully because it applies mutually to You and Amtrak and requires that you resolve claims and disputes with Amtrak on an individual basis through arbitration and not by way of court or jury trial. By purchasing a ticket for travel on Amtrak, You are agreeing to these terms and conditions and agreeing to the Arbitration Agreement.

### Recent Updates

- March 18, 2022 - Update USA Rail Pass terms

What's Changed Image

/content/dam/projects/dotcom/english/public/images/icons/terms-icon.svg

Field Label

2022-03-18 00:01

Version Label

Version

Section Type

Root Section

Section Heading

COVID-19 Travel

Navigational Heading

COVID-19 Travel

Section Body

- Per federal law and Amtrak policy, all customers and employees must wear a face mask or covering that fully covers the entire mouth and nose, fits snugly against the side of the face, and secures under the chin at all times while onboard and in stations, regardless of vaccination status or state or local laws. Neck gaiters, open-chin triangle bandanas, face shields, and masks containing valves, mesh material or holes of any kind do not qualify as acceptable face coverings. Face masks can be removed briefly while actively eating, drinking or taking medication.

- Refusing to wear a mask is a violation of federal law; passengers may be subject to penalties under federal law, denied boarding, removed from the train and banned from future travel in the event of noncompliance.
- Children under 2 years old are not required to wear a face covering.
- Passengers must not travel if they have been in close contact with a person who tested positive for COVID-19 within 5 days prior to travel.
- Passengers must not travel if they are experiencing the following symptoms:
  - Fever or chills
  - Cough
  - Shortness of breath or difficulty breathing
  - Fatigue
  - Muscle or body aches
  - Headache
  - New loss of taste or smell
  - Sore throat
  - Congestion or runny nose
  - Nausea or vomiting
  - Diarrhea
- Passengers must not travel if they have been diagnosed with COVID-19 and have not yet met the public health criteria for ending isolation.
- Passengers must comply with all federal, state and local restrictions on international and domestic travel.
- Amtrak complies with all applicable city, state and federal ordinances in our stations and at our Metropolitan Lounges across the country, including requiring proof of vaccination status for indoor dining and entering our Metropolitan Lounges where required.

excludeSection

false

T&C Section Tags

Section Type

Root Section

Section Heading

Tickets and Passes

Navigational Heading

Tickets and Passes

Section Body

excludeSection

false

T&C Section Tags

Section Type

Subsection

Section Heading

Amtrak Guest Rewards Points Redemptions

Navigational Heading

Amtrak Guest Rewards Points Redemptions

Section Body

- Redemption travel may not be reserved unless a sufficient point balance is available in the member's Amtrak Guest Rewards account at the time of booking.
- Points may be redeemed for travel in the name of passengers other than the member, but tickets and travel documents are non-transferable once issued.
- Only one child (age 2-12) may be redeemed at half the rail fare for each adult in the reservation.
- Infants (under age 2) may travel without a ticket, but if a separate seat is desired for an infant, points must be redeemed according to the child rate policy.
- Redemption travel may not be bartered, brokered, purchased or sold, except under programs fully authorized and/or sponsored by Amtrak. A redemption ticket has no cash value.

excludeSection

false

T&C Section Tags

Section Type

Subsection

Section Heading

Passengers with Disabilities

Navigational Heading

Passengers with Disabilities

Section Body

- Online reservations for passengers with a disability, including reservations for accessible space and/or seating, are currently limited to one-way and round-trip train travel only for one adult or child passenger with a disability and up to one discounted companion.
- Discounts are not combinable with other discounts (such as Senior, Rail Passengers Association, etc.) and promotions, unless such discounting is expressly described in the terms and conditions of a particular program.

- To receive a discounted ticket, written documentation of a passenger's disability must be presented at the ticket counter and when boarding the train.
- At the time of travel, passengers with a disability who travel in an accessible bedroom will be required to certify that they require one or more of the accessible features of the accessible bedroom in order to book and receive the discount.
- Amtrak train crews are not required or permitted to provide personal care assistance to passengers with a disability. It is the passenger's responsibility to travel with a companion/attendant as necessary.
- Wheeled mobility devices should not exceed 30 in (76 cm) wide and 48 in (122 cm) long and should have a minimum of 2 in (5 cm) of ground clearance. The weight limit for an occupied wheeled mobility device is 600 lbs. (273 kg). Amtrak permits both manually operated and battery powered wheeled mobility devices.
- To make reservations on the Auto Train (Lorton, VA to Sanford, FL), Downeaster (Boston, MA to Portland, ME) or Thruway connecting service (bus, ferry, taxi, etc.), or if you're traveling with more than one adult or with children/infants, call 1-800-USA-RAIL or TTY 1-800-523-6590 for assistance.

excludeSection

false

T&C Section Tags

Section Type

Subsection

Section Heading

Multi-Ride Passes

Navigational Heading

Multi-Ride Passes

Section Body

- Multi-Ride pass holders need to confirm each trip (train and date) with [RideReserve](#) prior to traveling.
- Monthly passes are non-transferable.
- Six-ride passes are non-transferable.
- Monthly passes will be canceled automatically, and refund limits will be imposed, if passes are not picked-up on or before the first day of the valid travel month.
- Ten-ride passes are non-transferable on most routes. On Pacific Surfliner, more than one person may use a ten-ride passes at one time.

- Seating is limited. Seats may not be available on all trains at all times.

### **Multi-Ride Restricted Trains**

Multi-ride passes are not valid on the following trains:

- Acela (all trains)
- Northeast Regional
  - Trains 135, 156
  - Trains 83, 93 - Not permitted between New York City & Philadelphia, PA and intermediate cities.
  - Trains 84, 87, 94, 95, 194 - Not permitted between New London, CT & Washington, DC and intermediate cities.
- California Zephyr 5, 6
- Cardinal 50, 51
- Carolinian
  - Trains 79, 80 - Not permitted between New York City & Washington, DC and intermediate cities.
- City of New Orleans 58, 59
- Coast Starlight 11, 14
- Crescent 19, 20
- Empire Builder 7, 8, 27, 28, 807, 808
- Lake Shore Limited 48, 49
- Palmetto
  - Trains 89, 90 - Only permitted between New York City & Washington, DC and intermediate cities.
- Silver Meteor 97, 98
- Silver Star 91, 92
- Southwest Chief 3, 4
- Vermonter
  - Train 56 - Not permitted between New York City & Philadelphia, PA and intermediate cities.

excludeSection

false

T&C Section Tags

Section Type

Subsection

Section Heading

USA Rail Pass

Navigational Heading

USA Rail Pass

## Section Body

- USA Rail Pass is not a ticket and is not valid for travel; it is used to obtain all tickets for travel.
- USA Rail Pass holders must confirm each trip (train and date) on Amtrak.com, the Amtrak app or with an Amtrak agent prior to traveling.
- The pass validity period is 120 days following the date of purchase. Once the first segment is completed, the traveler will have 30 days before the pass expires.
- When traveling on a USA Rail Pass, the traveler must have a ticket and a reservation for each train boarded.
- USA Rail Pass entitles travel in regular Coach class seats. Upgrades to Business class or Sleeping Car accommodations are not permitted.
- Once the first travel segment is reserved, you must complete your travel within the selected travel duration of the pass. The travel duration period begins on the first date of travel, not the date on which the reservation was made.
- USA Rail Pass is valid for travel on all Amtrak trains except Auto Train, Acela, Thruway bus connections (7000-7999 series), and the Canadian portion of trains operated jointly by Amtrak and VIA Rail Canada.
- Travel is restricted to four one-way trips between two cities, and to all cities in between, over the same route.
- Unused rail pass is fully refundable if requested within pass validity period (120 days) and no segments have been booked.
- If a pass holder has booked travel, pass is also fully refundable up to 48 hours prior to the scheduled departure of the first booked segment.
- Pass is refundable inside 48 hours of scheduled departure of the first booked segment, less a 25% cancellation fee.
- Pass is non-refundable following the scheduled departure of the first booked segment.
- Pass has no remaining value following the validity period—even if no segments have been booked or used.
- USA Rail Pass prices are subject to change and are not guaranteed until actual travel reservations are made.
- USA Rail Pass may not be combined with other offers, discounts or promotions.
- USA Rail Pass is not available for purchase onboard trains.
- USA Rail Pass is non-transferable.

excludeSection  
false

T&C Section Tags

Section Type

Subsection

Section Heading

RideReserve

Navigational Heading

RideReserve

Section Body

Passengers traveling with an Amtrak Rail Pass (Multi-Ride and USA Rail Passes) or with a regional rail ticket where travel on specified Amtrak trains is permitted and requires ride confirmations will need to confirm their intended trip prior to boarding.

- Up to 2 trip confirmations per travel day; once in each direction, when traveling on Multi-Ride Passes..
- Trip confirmations are allowed as early as 14 days prior to departure or as late as scheduled departure through Amtrak.com or the Amtrak app or until actual departure via an Amtrak agent (for Amtrak Multi-Ride Passes and regional rail tickets).
- RideReserve confirmations initiated on Amtrak.com and the Amtrak app can only be made with an active Amtrak Rail Pass containing a valid email address or an applicable regional rail ticket number.
- RideReserve confirmations are only required on reserved services with Multi-Ride Passes.
- RideReserve confirmations are required on reserved and unreserved services with USA Rail Passes..
- Where accepted, regional rail tickets require RideReserve confirmations on reserved services.
- Seats may not be available on all trains at all times.
- RideReserve terms may be different for regional rail services. Check with your service provider for specific cross-honor terms.
- Amtrak Rail Passes do not entitle travel without a RideReserve confirmation.
- If RideReserve confirmations are not made prior to boarding a train, passengers will be considered unticketed and current [Amtrak Carriage of Passengers](#) terms apply.

excludeSection

false

T&C Section Tags

Section Type

Root Section  
Section Heading  
Fares, Modifications and Refunds  
Navigational Heading  
Fares, Modifications and Refunds  
Section Body  
excludeSection  
false  
T&C Section Tags  
Section Type  
Subsection  
Section Heading  
About Fares  
Navigational Heading  
About Fares  
Section Body

Amtrak will exercise reasonable efforts to ensure that all published fares are accurate and available for sale, but Amtrak reserves the right to correct any erroneously published fare that Amtrak did not intend to offer for sale. In the event that an erroneous fare is inadvertently published for sale and a ticket is issued at the erroneous fare before it has been corrected, Amtrak reserves the right to cancel the ticket purchase and refund all amounts paid by the purchaser or, the purchaser's option, to reissue the ticket for the correct fare.

- Amtrak reserves the right to limit the number of coach seats and accommodations sold at any excursion, special or discounted fare.
- On reserved services, a range of fares may apply. Amtrak will quote and price your travel at the lowest fare available at the time you make your reservation.
- On unreserved services, the lowest fares may be restricted during peak travel periods.
- Changes to your itinerary may affect the fare, and a fee may apply when tickets are reissued.
- Some discount fares may require purchase in advance of travel and may be non-refundable.
- Fares are not guaranteed until we provide you with a reservation confirmation.
- Fares, routes and schedules are subject to change without notice.



For all fares, full refund to original form of payment if changed or canceled within 24 hours of purchase, regardless of time elapsed between purchase and scheduled departure (within one hour for tickets on unreserved service).

excludeSection

false

T&C Section Tags

Section Type

Subsection

Section Heading

Saver Fares

Navigational Heading

Saver Fares

Section Body

Saver Fares are the lowest available and deeply-discounted fares, are limited in availability and require advance purchase.

Saver fares are available in Coach on reserved services and Acela Business class.

- **Refunds:** Non-refundable 24 hours or more after booking but may receive a 75% non-refundable eVoucher.
- **Changes:** 25% fee if changed more than 24 hours after purchase.
- Change fee waived for Select Executive members.
- Upgrade coupons not allowed.
- Passenger type and promotional discounts are not valid with Saver Fares.

excludeSection

false

T&C Section Tags

Section Type

Subsection

Section Heading

Value Fares

Navigational Heading

Value Fares

Section Body

Available on all Amtrak routes, Value Fares offer several refund options and are the regular rate for fares. Like Saver Fares, the availability of Value Fares is limited.

Value fares are available in Unreserved Coach, Coach on reserved services and Acela Business class.

- **Refunds:** Full refund to original form of payment with no fees if canceled 15 days or more before departure. 25% fee charged if canceled less than 14 days before departure. Unreserved tickets incur 25% fee if canceled an hour or more after purchase.
- **No change fee**

excludeSection

false

T&C Section Tags

Section Type

Subsection

Section Heading

Flexible Fares

Navigational Heading

Flexible Fares

Section Body

Flexible fares are available in Unreserved Coach, Coach on reserved services and Acela Business class.

- **Refunds:** Full refund to original form of payment with no fees if canceled before departure.
- **No change fee**

excludeSection

false

T&C Section Tags

Section Type

Subsection

Section Heading

Business Class Fares

Navigational Heading

Business Class

Section Body

Business fares are available only in Non-Acela Business class.

- **Refunds:** Full refund to original form of payment with no fees if canceled before departure.

- **No change fee**

excludeSection

false

T&C Section Tags

Section Type

Subsection

Section Heading

Premium Fares

Navigational Heading

Premium Fares

Section Body

Premium Services include Acela First class and sleeper accommodations.

#### **Acela First class**

- **Refunds:** Full refund to original form of payment with no fees if canceled before departure.
- **No change fee**

#### **Sleeper Accommodations**

- **Refunds:** Full refund to original form of payment with no fees if canceled 121 days or more before departure. Refund to original form of payment with 25% fee charged if canceled 120 to 15 days before departure. Within 14 days of departure, only refundable to non-refundable eVoucher with a 25% cancellation fee.
- **No change fee**

excludeSection

false

T&C Section Tags

Section Type

Subsection

Section Heading

Corporate and Federal Government Fares

Navigational Heading

Corporate & Government Fares

Section Body

Corporate and government fares are available in Unreserved Coach and Coach on reserved services and Acela Business class.

- **Refunds:** Full refund to original form of payment with no fees if canceled before departure.
- **No change fee**

excludeSection

false

T&C Section Tags

Section Type

Subsection

Section Heading

"No Show" Policy

Navigational Heading

"No Show" Policy

Section Body

A "no-show" is defined as a passenger's failure to travel on a segment from its origin without first canceling that portion of the itinerary.

For all types of tickets, if your travel plans change and you do not modify or cancel your reservation before departure and then do not board your train, your entire reservation will be canceled, including all subsequent segments in the itinerary, and any remaining funds or points for that trip may be forfeited.

excludeSection

false

T&C Section Tags

Section Type

Subsection

Section Heading

Refund Calculations

Navigational Heading

Refund Calculations

Section Body

There are two options for receiving a refund when canceling your Amtrak reservation:

1. Refund to the original form of payment
2. Receive an eVoucher to apply as payment toward future trip purchases

The cancellation policy for paid reservations (one-way, roundtrip or multi-city) is based on the type of fare purchased: Saver, Value, Flexible, Business, and Premium.

Cancellation fees have a minimum of \$5.00 and a maximum of \$250.00 per transaction (maximum of \$250.00 does not apply to monthly or multi-ride tickets).

An Amtrak ticket becomes non-refundable, not valid for carriage and has no exchange value, after one year from the date payment was made for that ticket (or other period if so endorsed on the ticket).

If a customer does not take the entire trip paid for, the remaining ticket value is calculated by subtracting the fare for any travel already taken from the total amount paid. The refund policy applies as soon as payment is made, whether or not any ticket is printed, and applies to entire fare paid including both rail fare and any accommodation charge. The Amtrak refund and cancellation policy is subject to change at any time.

eTickets and tickets purchased through other prepaid programs are considered "paid for" and subject to the refund and cancellation policies of any component rail fare, customer type discount, and/or promotional discount, even if paper value tickets have not yet been printed.

excludeSection

false

T&C Section Tags

Section Type

Subsection

Section Heading

Reward Ticket Cancellations and Modifications

Navigational Heading

Reward Ticket Cancellations & Modifications

Section Body

### **One-Way, Round-Trip or Multi-Segment Reward Travel**

- **Cancellations:** A 10% points penalty is assessed for any refund (redeposit) to the Member account. If canceling a non-sleeper ticket within 24 hours prior to departure, or a sleeper ticket within 14 days prior to departure, an additional "close-in" penalty of 10% of the points

redeemed will be collected (waived for Select Executive and Select Plus members).

- **Modifications:** A points difference (to new, prevailing fare) will apply in all cases with a 10% points penalty withheld on any fare difference returned to member. If modifying a non-sleeper ticket within 24 hours prior to departure, or a sleeper ticket within 14 days prior to departure, an additional "close-in" penalty of 10% of the points redeemed will be collected (waived for Select Executive and Select Plus members).

### **Multi-Ride (Six-Ride, Ten-Ride) Reward Tickets**

- **Cancellations:** Points are refunded minus a 10% points penalty if unused and unexpired. Points are non-refundable if first trip is used or if ticket is expired.
- **Modifications:** Before first ride, a full exchange in point value will be issued without penalty. No exchange in point value after first ride or after expiry—whichever comes first.

### **Monthly Pass Reward Travel**

- **Cancellations:** Points are refunded minus a 10% point penalty prior to first day of valid month. Redemption is non-refundable on or after first day of valid month.
- **Modifications:** Full exchange in point value prior to valid month. No exchange in point value on or after first day of valid month.

A "no-show" for any segment will result in forfeiture of points and travel for that segment, as well as all subsequent segments in the itinerary.

excludeSection

false

T&C Section Tags

Section Type

Subsection

Section Heading

Multi-Ride Ticket Cancellations

Navigational Heading

Multi-Ride Ticket Cancellations

Section Body

A cancellation fee applies to all multi-ride refunds. Refunds may be restricted if the multi-ride ticket was paid for with a tax-free transit subsidy.

## **Monthly Ticket Refund Policy**

### Refund before valid month and zero rides (lifts) taken

- Full refund, less 25% cancellation fee
- 75% exchange value

### Refund day 1-10 of valid month

- 50% refund, less 25% cancellation fee
- 50% exchange value, less 25% cancellation fee

### Refund on or after day 11 of valid month

- Non-refundable
- No exchange value

## **Ten-Ride and Six-Ride Ticket Refund Policy**

### Zero rides (lifts) taken

- Full refund, less 25% cancellation fee
- 75% exchange value

### One or more rides (lifts) taken

- Non-refundable
- No exchange value

excludeSection

false

T&C Section Tags

Section Type

Subsection

Section Heading

USA Rail Pass Refunds

Navigational Heading

USA Rail Pass Refunds

Section Body

- The USA Rail Pass is only refundable before travel begins. Once travel has begun the pass may not be exchanged or refunded.
- A full refund will be given if canceled within 1 hour of purchase.

- A 25% cancellation fee will be applied if canceled prior to the issuance of tickets or at least two days before the scheduled departure.
- If not canceled two days before the scheduled departure, the ticket is forfeited, and no funds can be applied toward future travel.
- The pass, and all tickets issued with the pass, must be turned into an Amtrak ticket agent no later than two days before the date of the first use written on the pass.
- Substantial cancellation fees apply when sleeping accommodations are canceled less than 15 days in advance.
- Lost or stolen USA Rail Passes are not refundable or replaceable after travel begins.

excludeSection

false

T&C Section Tags

Section Type

Subsection

Section Heading

Service Disruption Fare Protection

Navigational Heading

Service Disruption Fare Protection

Section Body

Under certain circumstances, Amtrak will protect the fares of passengers booked on trains affected by a service disruption who are reaccommodated onto another train, or who postpone travel to a later date. In many situations the customer can make the change through Amtrak.com or the mobile app.

### **Accommodation Types Covered**

The fare protection policy applies to changes that are within the same type of accommodation, but where the inventory class (bucket) has changed.

Exception: In the event of a service disruption on day of departure in the Northeast Corridor the following re-accommodation and fare protection to Acela is allowed pending space availability.

For any Acela departing the passenger's origin station within 2 hours of the original trains departure:

- passengers in coach class may travel in Acela Business class
- passengers in business coach class may travel in Acela Business class



- passengers in sleeper class may travel in Acela First class

### **Fare Protection When a Train is Late**

If a train is late, and the passenger wants or needs to take another train, under certain circumstances the fare will be protected.

- **Corridor - 1 hour late:** characterized by frequent or short distance service. This includes local travel within corridors on long distance trains where this is permitted.
- **Long distance - 2 hours late:** all other routes, including all trains with sleeping car service.

### **Passenger Wants a Refund**

If another train of the same type operates (Acela to Acela, Northeast Regional to Northeast Regional) before the late train, if the space is available, the passenger may take the earlier train.

If the passenger decides not to travel, the passenger may receive a refund, without fee or non-cancellation charge, if the train is late at the boarding station by more than the amount shown above.

excludeSection

false

T&C Section Tags

Section Type

Subsection

Section Heading

Illness Waiver Policy

Navigational Heading

Illness Waiver Policy

Section Body

When a passenger requests to change or cancel his or her travel plans due to an illness and upon presentation of a doctor's note, Amtrak will modify or waive fare change and refund policies that would have normally applied to that change or cancellation had it been made voluntarily. This waiver will apply to all persons in the ill passenger's party.

excludeSection

false

T&C Section Tags

Section Type

Subsection

Section Heading

eVouchers

Navigational Heading

eVouchers

Section Body

In certain situations when you downgrade or cancel a trip, you can receive some or all of your money back in the form of an eVoucher. eVouchers store your ticket value electronically in our reservation and ticketing system, ready for you to apply as payment toward future trip purchases.

### **Downgrade Exchange**

An eVoucher that has been created by a downgrade exchange is refundable if the associated fare rules allow but may be subject to a cancellation fee.

### **Downgrade Modification and Cancellation**

When you cancel or modify a paid reservation before the scheduled departure (and the modified fare is lower), any residual value that is non-refundable or cannot be immediately refunded will be automatically transferred to an eVoucher. Refundability, if any, is determined by the rules of the fare paid. Penalties for non-cancellation will apply.

### **Downgrade or Cancellation due to an Amtrak Initiated Change**

If Amtrak makes a schedule change, an equipment substitution or cancellation and the new accommodation charge or rail fare is lower as a result, an eVoucher will be created to hold any residual value. A cancellation fee or non-cancellation penalty will not apply to the refundable amounts in this eVoucher.

### **eVoucher Owner**

The funds in an eVoucher will be held in the name of the Primary Passenger of the original reservation (the first passenger listed in a reservation). An eVoucher can only be redeemed by the person whose name appears on it and can only be used for a reservation that includes the Primary Passenger as one of the passengers traveling on the reservation

## **Buying or Transferring eVouchers**

eVouchers that are bought, sold, auctioned or transferred to or from a third party are prohibited and the value will be confiscated and voided, and travel will not be permitted. By redeeming an eVoucher, the passenger named on the eVoucher acknowledges the content of these Amtrak.com terms and conditions and agrees to abide by them.

## **eVoucher Expiration**

An eVoucher will expire one year from the issuance of the original ticket. Any refundable amount left in an eVoucher may be refunded until the eVoucher expiry date.

## **Refunding an eVoucher**

Depending on the fare rules and terms of the original ticket purchase, funds in an eVoucher can be:

- **Refundable:** returned as a refund check through an Amtrak Refund office only or credited back to the payment method used to pay for the original ticket. There may be a cancellation fee if the return of a paper value ticket created the eVoucher.
- **Non-refundable:** cannot be refunded as money back but can be used to pay for future travel.
- A combination of refundable and non-refundable amounts.

The value of an eVoucher used as a form of payment is non-refundable (e.g., an eVoucher is redeemed to pay for a ticket). If a reservation that was paid for by eVoucher is canceled or downgraded, the value will be stored in a new, non-refundable eVoucher. The initial expiration date and eVoucher name will remain the same as the original eVoucher issued.

excludeSection

false

T&C Section Tags

Section Type

Subsection

Section Heading

Duplicate and Impossible Bookings

Navigational Heading

Duplicate/Impossible Bookings

## Section Body

Duplicate and impossible bookings are prohibited without prior authorization from Amtrak

**Duplicate bookings** include, but are not limited to, reservations on multiple trains by the same passenger on the same day between the same or similar cities on one or more itineraries, such as booking the 4:00 pm, 5:00 pm and 6:00 pm Acela trains between New York and Philadelphia.

**Impossible bookings** are reservations on trains for which it is impossible for the passenger to travel on both or all, such as a bedroom Seattle - Chicago on two consecutive days, or two separate reservation records between which a connection is not possible. Amtrak reserves the right to analyze its reservation system to find such bookings and will attempt to contact the passenger in advance to determine which one will be used; if unable to contact the passenger, Amtrak will retain the last reservation booked and cancel the others, whether or not paid for. Refunds for such cancellations will be determined by the refund rules that apply to the fare paid.

excludeSection

false

T&C Section Tags

Section Type

Subsection

Section Heading

Boarding Late, Leaving Early or Downgrading

Navigational Heading

Boarding Late, Leaving Early or Downgrading

Section Body

No refund or exchange credit is given if a passenger boards a train at a station beyond, or detrains at a station before, the station from or to which they were reserved, or if the passenger downgrades accommodations on the train. To receive a fare adjustment the passenger must change the reservation before the train departs the original boarding station of that train. This restriction will not apply if there is a service disruption. Passengers who downgrade accommodations or reduce the number in their party on board trains must obtain a Refund Authorization Form from the conductor.

excludeSection

false

T&C Section Tags

Section Type

Subsection

Section Heading

Gift Card Reservations

Navigational Heading

Gift Card Reservations

Section Body

If you paid for tickets with an Amtrak gift card and wish to cancel, modify or downgrade your reservation, credit will be provided as an eVoucher. The type of eVoucher you receive will correspond to the type of fare purchased.

excludeSection

false

T&C Section Tags

Section Type

Root Section

Section Heading

Baggage Information

Navigational Heading

Baggage Information

Section Body

excludeSection

false

T&C Section Tags

Section Type

Subsection

Section Heading

About Baggage

Navigational Heading

About Baggage

Section Body

All baggage should be tagged with your name, address and phone number. Free ID tags are available at all of our stations.

- Amtrak reserves the right to deny transport or charge a fee for items exceeding baggage policy limitations.
- Carry-on and checked baggage policies on the 7000 and 8000 series Amtrak Thruway Services are determined by the operating carrier and may vary from those of Amtrak.

excludeSection

false

T&C Section Tags

Amtrak:baggage

Section Type

Subsection

Section Heading

Carry-On Baggage

Navigational Heading

Carry-On Baggage

Section Body

Each passenger may bring 2 carry-on bags and 2 personal items free of charge.

- Carry-on Bags not to exceed 50 lbs. (23 kg) and 28 x 22 x 14 inches each. On Pacific Surfliner trains not to exceed 28 x 22 x 11 inches.
- Personal items not to exceed 25 lbs. (12 kg) and 14 x 11 x 7 inches each.
- Excess bags: A \$20 excess baggage fee will be charged for each carry-on and personal item above the quantity and size limits.
- Passengers traveling with infants under the age of two may bring an additional infant item onboard (stroller, diaper bag), which does not count toward the carry-on baggage or personal item limit.
- Carry-on and personal items must be kept with you, stored in overhead racks, under seats or designated baggage areas. Do not store items in empty seats, aisles, vestibules or other areas where they may cause annoyance to other passengers or present a safety hazard.

excludeSection

false

T&C Section Tags

Amtrak:baggage

Amtrak:baggage/carryon

Section Type

Subsection

Section Heading

Checked Baggage

Navigational Heading

Checked Baggage

Section Body

Each passenger can check two bags free of charge. Not all trains or locations are equipped to handle checked baggage.

- Checked bags not to exceed 50 lbs. (23 kg) and 75 linear inches each.
- 2 additional checked bags are allowed: \$20 each
- Oversized baggage (76-100 linear inches): \$20 each
- Overweight bags must be repacked to under 50 lbs.

Linear inches = length + width + height

excludeSection

false

T&C Section Tags

Amtrak:baggage

Amtrak:baggage/checkedbags

Section Type

Subsection

Section Heading

Special and Prohibited Items

Navigational Heading

Special & Prohibited Items

Section Body

The following special and prohibited items list is not exhaustive. Any item that is similar to a listed prohibited item, even if not specifically mentioned, is also prohibited. Amtrak personnel may determine if an item not mentioned in this list is prohibited.

## **Animals**

- Carry-On: Allowed
- Checked: Not allowed
- Service animals are allowed onboard.
- Pets are allowed onboard select trains with the purchase of a ticket.
- See more [details about pets and animals](#).

## **Archery Equipment**

Bows of any type, arrows, archery supplies

- Carry-On: Not allowed
- Checked: Allowed - up to 50 lbs. and 75 linear inches
- Archery equipment may be checked free of charge in lieu of a piece of baggage.
- Archery equipment must be transported in a suitable hard case container.

- If a second hard case container is used, it will count as an additional checked baggage item.

## **Batteries**

Batteries used in motorized wheel chairs or similar devices for the mobility-impaired are allowed.

- Carry-On: Not allowed - batteries with acid that can spill or leak
- Checked: Not allowed - batteries with acid that can spill or leak

## **Baby Items**

Booster seats, car seats, folding strollers

- Carry-On: Allowed - up to 50 lbs.
- Checked: Allowed - up to 50 lbs. and 100 linear inches.
- Baby items will be allowed onboard or in checked baggage service in lieu of a piece of baggage; no service fees apply.
- Carriages, active strollers, all terrain strollers, multi-child strollers may be required to be checked.

## **Bicycles and Bicycle Trailers**

- Carry-On: Allowed - up to 50 lbs. Maximum tire width 2".
- Checked: Allowed - up to 50 lbs. and 70" x 41" x 8.5"
- Bicycles/bicycle trailers may be checked in a bicycle container for \$10, in lieu of a piece of baggage. Bicycle boxes are sold at most staffed locations for \$15 per box. Customers may supply their own bicycle container. Recumbent, tandem and special bicycles over the standard bicycle dimensions and will not fit in a standard bicycle box are prohibited.
- Folding bicycles under the dimensions of 34" x 15" x 48" will be allowed onboard all trains in lieu of a piece of carry-on baggage. They must be considered a true folding bicycle.
- Full-size bicycles may be carried on certain trains with designated carry-on or trainside bicycle service. Bicycles must be stowed in the designated space within the body of the car.
- Passengers utilizing the carry-on bicycle service, where bikes are carried on select trains by the passenger and stored in designated areas, must be able to fully handle their bicycle, and be able to lift their bicycle to



shoulder height. Passengers are responsible for stowage and security of bicycles.

- Passengers utilizing the trainside bicycle service, where bikes are transported on select trains in racks in the baggage car, must be able to lift their bicycle to shoulder height so Amtrak personnel may store and secure them in the bike racks.
- Electric bicycles under 50 lbs. are allowed in checked baggage and on trains with walk-on bicycle service.
- Gas-powered motorized bicycles are prohibited.

### **Canisters, tanks or other devices containing propellants**

Oxygen equipment for medical reasons is allowed onboard with restrictions.

- Carry-On: Not allowed
- Checked: Not allowed

### **Corrosive or dangerous chemicals or materials**

Including, but not limited to, liquid bleach, tear gas, radioactive and harmful bacteriological materials.

- Carry-On: Not allowed
- Checked: Not allowed

### **Firearms or ammunition**

Black powder, percussion caps or any ammunition used with a matchlock, flintlock, percussion-cap ignition system or similar type are never permitted; this includes self-loaded, gunpowder-based modern ammunition.

- Carry-On: Not allowed
- Checked: Allowed - with restrictions
- See more [details about firearms](#).

### **Fragile and/or valuable items**

Including but not limited to credit cards, electronic equipment, jewelry, identification, and money. Amtrak accepts no liability for theft or damage for any items brought onboard.

- Carry-On: Allowed

- Checked: Not allowed

### **General Sporting Equipment**

Balls, bats, cleats, fishing poles, helmets, pads, rackets, roller blades, skate boards, sticks (hockey/lacrosse). Allowance varies by sport

- Carry-On: Allowed - up to 50 lbs. and 28" x 22" x 14".
- Checked: Allowed - up to 50 lbs. and 75 linear inches. Oversized items (76-100 linear inches): \$20 per item.
- Equipment not specified as weapons or hazardous will be allowed onboard free of charge in lieu of a piece of baggage.
- Equipment may also be checked in lieu of a piece of baggage.

### **Golfing Equipment**

- Carry-On: Allowed - up to 50 lbs.
- Checked: Allowed - up to 50 lbs. and 100 linear inches.
- Passengers must make carry-on golf bag reservations per bag prior to boarding the train.
- Golf clubs must be carried in a bag or case that includes a cover that prevents the clubs from falling out. The bag, case or cover must be securely fastened by zippers or other fasteners. The passenger's name, address and phone number must be on a tag that is attached to the golf bag.
- Passengers may check golf bags at stations that offer checked baggage. Golf bags are only accepted at stations that offer checked baggage or aboard trains that accept golf bags as carry-on baggage.
- Golf carts are not accepted.

### **Household and automotive items**

Including but not limited to antiques, appliances, artwork, furniture, machinery and car parts, powered tools, silverware, tires, and tow bars.

- Carry-On: Not allowed
- Checked: Not allowed

### **Hoverboards**

Prohibited in stations and on platforms. Also, not permitted in vehicles on the Auto Train.

- Carry-On: Not allowed
- Checked: Not allowed

### **Incendiaries**

Including but not limited to flammable gases, liquids, fuels, fireworks and other explosive devices.

- Carry-On: Not allowed
- Checked: Not allowed

### **Martial-arts and self-defense items**

Including but not limited to billy clubs, nightsticks, and nunchuks.

- Carry-On: Not allowed
- Checked: Not allowed

### **Required Medical Devices**

Common/powered wheelchairs, scooters, oxygen equipment, canes, walkers.  
dry ice for medication

- Carry-On: Allowed - up to 50 lbs., 30" wide x 48" long and 2" ground clearance.
- Checked: Allowed - up to 50 lbs. and 100 linear inches.
- Required medical devices will not count towards a passenger's allowable baggage and will be accepted free of charge if accompanied by a ticket issued at a mobility impaired fare.
- For oxygen equipment, the total weight of all tanks must not exceed 120 lbs.; within the limit will be allowed two 50 lb. tanks, six 20 lb. tanks, or any number of tanks that weigh less than 20 lbs. each up to 120 lbs.
- Wheeled mobility devices brought onboard must not exceed 600 lbs., including the passenger.
- Items that are not required onboard may be checked if accompanied by a ticket issued at a mobility-impaired fare. For items over 50 lbs., call 1-800-USA-RAIL to make shipping arrangements.

### **Dry Ice**

Amtrak allows dry ice in checked baggage or carry-on baggage as long as it meets the following conditions:

- Must be clearly and visibly marked "dry ice" or "Carbon dioxide solid."
- Must visibly display the net weight of dry ice (5 pounds or under).
- Must not be checked onboard the train without the passenger being ticketed.
- Must not be packed to conceal any organic or inorganic item normally prohibited on Amtrak trains.
- Must be declared by the passenger prior to boarding.
- Must be properly vented to allow the venting of carbon dioxide gases which could build up and cause a compromise of the container.
- Must not be packed in a Styrofoam container.
- If a passenger carries a dry ice container, the container must meet all of the conditions mentioned above, as well as the container must remain with the passenger or the passenger's party at all times while onboard the train.
- The dry-ice container will count as part of the two personal allowable items that can be carried onboard the train.

A customer service representative or other Amtrak agent must conduct a visual inspection of the container to confirm it is properly marked and ensure the container does not contain any cuts, cracks, stains, or leakage (venting excluded).

### **Musical Instruments**

Small musical instruments (flutes, small trumpets and harmonicas). Medium-sized musical instruments (guitars, trumpets and small saxophones). Oversized musical instruments (cellos, bass violins, bass saxophones and tubas).

- Carry-On: Allowed - up to 50 lbs. and 28" x 22" x 14". Oversized - no larger than 72" in height.
- Checked: Allowed - up to 50 lbs. and 100 linear inches.
- Smaller instruments must be packed with the passenger's luggage to be adequately protected from damage.
- In lieu of a piece of baggage, medium-sized musical instruments may be transported for a \$10.00 service fee.
- Instruments that do not fit in luggage racks will be considered oversize.
- Oversize instruments may only be carried onboard with the purchase of an additional full revenue seat.

### **Overweight items**

- Carry-On: Not allowed

- Checked: Not allowed

### **Perishables**

- Carry-On: Not allowed
- Checked: Not allowed

### **Sharp objects**

Sharp objects include, but are not limited to axes, ice picks, knives, spears, and swords.

- Carry-On: Not allowed
- Checked: Not allowed
- Scissors, nail clippers, corkscrews, and razors are allowed in carry-on baggage.
- Sheathed equipment, to include fencing equipment, are allowed in checked baggage.

### **Skis and Snowboards**

Snow skis, water skis, snowboards, poles, boots

- Carry-On: Yes - up to 50 lbs. and 72" in height.
- Checked: Yes - up to 50 lbs. and 75 linear inches. Oversized items (76-100 linear inches): \$20 per item.
- Skis/snowboards may be carried onboard or checked free of charge in lieu of a piece of baggage.
- Skis/snowboards must be enclosed in a full-length protective cover (vinyl/cloth/nylon/or hard-sided case).
- Ski bags for transport are available at most staffed locations.

### **Surfboards, Wakeboards and Skegs**

- Carry-On: Allowed (Pacific Surfliner only) - up to 50 lbs. and 72" in height
- Checked: Allowed - up to 50 lbs. and 120" in height (72" on Pacific Surfliner)
- A \$10 fee will apply to surfboards/wakeboards transported in checked baggage on all trains.
- Whether checked or carried on, surfboards/wakeboards must be enclosed in a full-length protective cover (vinyl/cloth/nylon/or hard-sided case).

Surfboards/wakeboards of any length may not be carried onboard most Amtrak trains. There is a limited exception for passengers traveling on the west coast in equipment designated as Pacific Surfliner.

- Surfboards/wakeboards may be carried onboard in lieu of a piece of baggage free of charge on Pacific Surfliner equipment only.
- Surfboards/wakeboards must be stowed in the overhead racks.

excludeSection

false

T&C Section Tags

Amtrak:baggage

Section Type

Subsection

Section Heading

Firearms

Navigational Heading

Firearms

Section Body

Amtrak accepts reservations of firearms and ammunition for carriage between Amtrak stations and on Amtrak trains within the United States that offer checked baggage service. Thruway Bus Services are not be included in this service. The following policies are in effect:

- Notification that the passenger will be checking firearms/ammunition must be made no later than 24 hours before train departure by calling Amtrak at 800-USA-RAIL. Online reservations for firearms/ammunition are not accepted.
- Passengers must travel on the same train that is transporting the checked firearms and/or ammunition.
- All firearms and/or ammunition must be checked at least 30 minutes prior to scheduled train departure. Some larger stations require that baggage be checked earlier. Call 1-800-USA-RAIL for more details.
- All firearms (rifles, shotguns, handguns, taser guns, starter pistols) must be unloaded and in an approved, locked hard-sided container not exceeding 62" L x 17" W x 7" D (1575 mm x 432 mm x 178 mm). The passenger must have sole possession of the key or the combination for the lock to the container. The weight of the container may not exceed 50 lbs./23 kg.
- Smaller locked, hard-sided containers containing smaller unloaded firearms such as handguns, taser guns and starter pistols must be

securely stored within a suitcase or other item of checked baggage, but the existence of such a firearm must be declared.

- All ammunition carried must be securely packed in the original manufacturer's container; in fiber, wood, or metal boxes; or in other packaging specifically designed to carry small amounts of ammunition. The maximum weight of all ammunition and containers may not exceed 11 lbs./5 kg.
- The passenger is responsible for knowing and following all federal, state, and local firearm laws at all jurisdictions to and through which he or she will be travelling.
- All other Amtrak checked baggage policies apply, including limits on the number of pieces of checked baggage, the maximum weight of each piece (50 lbs./23 kg).
- Firearms/ammunition may not be carried in carry-on baggage; therefore, checked baggage must be available on all trains and at all stations in the passenger's itinerary.
- At the time of check-in, passengers will be required to complete and sign a two-part Declaration Form.
- BB guns and Compressed Air Guns (to include paintball markers), are to be treated as firearms and must comply with the above firearms policy. Canisters, tanks, or other devices containing propellants must be emptied prior to checking and securely packaged within the contents of the passenger's luggage.

Passengers failing to meet the above-mentioned requirements for checking firearms will be denied transportation.

excludeSection

false

T&C Section Tags

Amtrak:baggage

Amtrak:baggage/firearms

Section Type

Subsection

Section Heading

Baggage and Vehicles on Auto Train

Navigational Heading

Baggage on Auto Train

Section Body

We do not offer checked baggage service on the Auto Train. You may pack baggage inside your vehicle; however, you may not access your vehicle en route. Carry-on baggage guidelines apply to the Auto Train.

## **Luggage and Bicycle Racks**

All luggage, luggage carriers and bicycles must be removed from the top of your vehicle and stored inside the vehicle before it may be boarded on the Auto Train. Bicycles cannot be brought onboard.

### Roof-Mounted Racks

We cannot carry vehicles with temporary luggage racks or bicycle racks attached to the roof. Factory-installed roof racks are permitted but must remain empty during the trip.

### Rear-Mounted Bicycle Racks

Bicycles can remain in bicycle racks attached to the back of the vehicle only. You must sign a loss or damage waiver for bicycles transported on the back of the vehicle.

## **Vehicle Responsibility**

Transportation of vehicles and their contents via Auto Train is subject to special rules and regulations contained in tariffs, which are available for inspection at any Amtrak ticket office.

Personal effects and baggage remaining in your vehicle during transit are solely your responsibility. Amtrak is unable to accept responsibility for these items. In the unlikely event of damage to your vehicle in transit or during loading or unloading, Amtrak will accept responsibility only if you report the damage to an authorized Amtrak representative before leaving the terminal; the Amtrak representative must determine that the damage occurred while the vehicle was in Amtrak custody.

excludeSection

false

T&C Section Tags

Amtrak:baggage

Amtrak:routes/autotrain

Section Type



Subsection  
Section Heading  
Limitations of Liability for Baggage  
Navigational Heading  
Limitations of Liability  
Section Body

Amtrak accepts no liability for the following:

### **Carry-On Baggage**

Amtrak disclaims all liability for carry-on baggage, including special items, even if Amtrak personnel have handled or assisted in loading or unloading the baggage.

### **Checked Baggage**

Amtrak disclaims all liability for:

- Missing or stolen items inside unlocked or unsecured baggage.
- Minor damages to baggage considered normal wear and tear (despite reasonable care when handling).
- Baggage that was transported without travel of the owner of the items via Amtrak or payment of the applicable storage charges.
- Loss or damage to prohibited baggage items, items packed with prohibited items and baggage containing prohibited items.

### **Liability Amount**

- For any checked baggage handled in Red Cap service, Amtrak's liability is limited to \$50.00 per bag (or bag equivalent) for any loss or damage.
- For any checked baggage stored in Parcel Check service, Amtrak's liability is limited to \$100.00 per bag (or bag equivalent) for any loss or damage. Additional valuation cannot be declared.
- For checked baggage, Amtrak's liability is limited to a maximum of \$500 per ticketed passenger. Passengers may declare additional valuation, up to \$2,500, upon payment of the applicable charge.
- For special items, including bicycles, Amtrak disclaims liability for any special items carried onboard or any bicycles accepted in the baggage area not packed within a bicycle box.

Claims for damaged baggage or stolen items must be reported at the location where the baggage is claimed, before the passenger leaves the station. Claims for lost checked baggage must be submitted within 30 days of the date of the incident to the Office of Customer Relations (Attn: Baggage Claims, Amtrak, 1 Massachusetts Ave NW, Washington, DC 20001).

excludeSection

false

T&C Section Tags

Amtrak:baggage

Section Type

Root Section

Section Heading

Terms of Transportation

Navigational Heading

Terms of Transportation

Section Body

excludeSection

false

T&C Section Tags

Section Type

Subsection

Section Heading

Carriage of Passengers

Navigational Heading

Carriage of Passengers

Section Body

A ticket shall be valid for carriage or refund one year after date of purchase, unless otherwise provided.

Reservations must be made when required, and tickets are not transferable. If you do not board your train as booked, your entire reservation is subject to cancellation. In order to ensure the quality of travel and safety and security of its passengers, Amtrak may refuse to carry passengers:

- Who have not paid the applicable fare or do not have a valid ticket;
- Who have monthly, 10-ride or 6-ride tickets and have not made a required RideReserve confirmation prior to departure on applicable services;
- Who present an Amtrak ticket purchased from an unauthorized third party. Amtrak tickets may only be sold or issued by Amtrak or an

authorized travel agent/tour operator. Any ticket purchased from an unauthorized third party will be voided. The ticket holder will not be eligible for travel or for a refund.

- Whose conduct is objectionable (such as, but not limited to, being under the influence of alcohol or narcotics);
- Whose personal hygiene makes them offensive;
- Who pose a health, safety or security hazard to other passengers or employees;
- Who refuse to comply with safety or security rules or with instructions of Amtrak personnel;
- Who is traveling with an animal that is not compliant with Amtrak policies (for example, the animal is not under control, acts violently, causes a significant disturbance, or is not housebroken);
- Who would require Amtrak personnel to provide personal care services or otherwise do not meet the essential requirements for the receipt of Amtrak services; or
- Who refuse to consent to Amtrak security inspections of persons and/or baggage onboard Amtrak trains and/or at designated areas, such as train platforms and passenger boarding or waiting areas.

Amtrak employees or other authorized carrier representatives may remove such a passenger from the train at any inhabited place, as necessary under the circumstances, for any of the above reasons.

excludeSection

false

T&C Section Tags

Section Type

Subsection

Section Heading

Seating

Navigational Heading

Seating

Section Body

Amtrak will monitor seating of passengers to ensure compliance with the following policies:

- Amtrak reserves to itself full control and discretion as to seating of passengers.
- Amtrak reserves the right, whenever operating conditions require, to transfer passengers from one car or train to another en route.

- Each passenger paying a fare will be entitled to a seat, to the extent coach seats are available.
- Passengers are entitled to one seat per fare, to ensure other paying passengers are not excluded.
- Unless specific seats are reserved, seating is on a first-come, first-served basis.
- Seat availability is not guaranteed until we provide you with a reservation confirmation.
- On unreserved trains there are no guaranteed seats.
- Seating arrangements will be made without regard to race, color, gender, creed or national origin.

Seating is limited. Seats may not be available on all trains at all times.

excludeSection

false

T&C Section Tags

Section Type

Subsection

Section Heading

Passenger Types

Navigational Heading

Passenger Types

Section Body

### **Adults/Seniors**

Amtrak classifies passengers 16 years of age and older as adults for the purpose of pricing tickets.

Passengers 65 years of age and over are eligible to receive a senior discount on most rail fares on most Amtrak trains (60 years of age and older on cross-border services operated jointly by Amtrak and VIA Rail Canada).

### **Youth**

Youth 13, 14 and 15 years old must travel with an adult passenger who is at least 18 years old. Youth passengers are priced as adults.

### **Children/Infants**

Children under 2

- Children under 2 years of age traveling free will not be entitled to a seat.
- If a child under 2 does occupy a seat, the conductor has the right to request the child be removed for a fare-paying passenger.
- Nothing in this rule is intended to prevent a child under 2 from occupying a vacant seat aboard a train until it is needed for a paying passenger.

Children 12 years of age and younger must travel with an adult passenger who is at least 18 years old. Exception: A minor who is 16 or 17, who is a parent to children of any age, may bring those children without restriction. The 16- or 17-year-old must bring proof that he or she is the parent of the children.

excludeSection

false

T&C Section Tags

Section Type

Subsection

Section Heading

Unaccompanied Minor Travel

Navigational Heading

Unaccompanied Minor Travel

Section Body

Youth passengers 13, 14 and 15 may travel alone in accordance to the Unaccompanied Minors policy. Children 12 years of age and younger may not travel unaccompanied.

- Reservations for youth passengers 13, 14 and 15 traveling alone can only be made by speaking with a customer service representative by calling 800-USA-RAIL or at a station with a ticket office.
- Travel is permitted only on Amtrak trains. Travel is not permitted on Thruway motorcoach service, or on any other connecting services.
- Both boarding and arrival stations must be staffed. (Please note that even certain staffed stations do not allow for unaccompanied minors.)
- All travel must take place on the same day with the scheduled departure time no earlier than 5:30 am and the scheduled arrival time no later than 9:30 pm. Overnight travel is not allowed.
- No transfers of any kind are permitted.
- All travel must be within the United States. Unaccompanied minors may not cross the U.S.-Canadian border.

- For each unaccompanied minor traveling alone, the adult (at least 18 years old) bringing the child to the departure station must complete and sign a release form. Both the adult and the minor must be at the boarding station at least 30 minutes before the train's departure time.
- The child must be interviewed by station personnel to determine if the child is capable of traveling alone.
- The child must wear an Amtrak issued wristband for the duration of travel. The adult must remain at the station until the train has departed.
- At the arrival station, the adult picking up the child must check-in with station personnel prior to the train's expected arrival time. The adult must display valid current identification meeting the Amtrak ID policies.
- Children traveling alone are not entitled to a children's discount; full adult fares are charged, and no additional discounts are permitted.
- Because there are not at least two staffed stations along several routes, unaccompanied minors may not travel between any stations on the Downeaster (Boston, MA - Portland, ME), Heartland Flyer (Oklahoma City, OK - Fort Worth, TX) and Pere Marquette (Chicago, IL - Grand Rapids, MI).

If a group of children are traveling, and some are 16-17, some are 13-15, and some are under 13:

- The 16-17 year old minors may travel without restriction.
- The 13-15 year old minors must travel as unaccompanied minors because no one is 18 or over. The Unaccompanied Minor Policy applies.
- The children under 13 may not travel because no one is 18 or over. The Unaccompanied Minor Policy applies.

### **Take Precautions for Allergies**

Because Amtrak is unable to guarantee a peanut-free or allergen-free trip, we strongly encourage unaccompanied minor passengers to take all necessary medical precautions to prepare for the possibility of exposure.

Parents/guardians must ensure that the unaccompanied minor travel with all necessary medications for food allergies (including epinephrine auto-injectors) and is properly trained to self-administer these medications.

excludeSection

false

T&C Section Tags

Section Type

Subsection

## Section Heading

### Passenger Identification

## Navigational Heading

### Passenger Identification

## Section Body

Passengers 18 years of age and older must produce valid photo identification when:

- Exchanging, refunding or reprinting Amtrak travel documents
- Purchasing tickets from conductors onboard trains
- Purchasing documents with a stored eVoucher or Transportation Credit
- Traveling as a Pass Rider (active or retired)
- Storing baggage at stations
- Checking baggage (including firearms)
- Sending Amtrak Express shipments
- Asked onboard trains by train crew members, other Amtrak or operating railroad employees
- Asked any time by Amtrak police or any law enforcement officer
- Traveling into Canada
- Guardian purchasing an unaccompanied minor travel document or signing the release form

### **What is a Valid ID?**

To be valid, your identification must be current and in-force. The following forms of identification are acceptable for persons 18 and older:

- One piece of photo identification issued by a government authority, or
- Two pieces of identification, at least one of which is issued by a government authority

Examples of acceptable forms of ID include:

- State or provincial driver's license
- Passport
- Official government-issued identification (federal, state, city or county government or foreign government)
- Canadian provincial health card ID card with photo
- Military photo ID
- Student identification (university, college or high school photo ID)
- Job Corps photo ID

## Random Ticket/ID Checks

Following federal Transportation Security Administration (TSA) guidelines, we regularly conduct random ticket verification checks onboard trains to ensure that passengers are properly ticketed. Please be prepared to show valid photo identification to a member of the onboard crew upon request.

excludeSection

false

T&C Section Tags

Section Type

Subsection

Section Heading

Pets and Animals

Navigational Heading

Pets and Animals

Section Body

### Pets

Small dogs and cats are permitted to travel as pets on most trains.

- Pet reservations are required (and a fee applied) and are available on a first-come, first-served basis.
- Ticketed dogs and cats up to 20 pounds are welcome in Coach class only.
- Pets must remain entirely inside a closed, approved hard or soft sided, leak-proof carrier (19 x 14 x 10.5 inches) while in stations and onboard trains (placed under your seat) and may not travel in food service cars, Business class, First class and bedroom accommodations.
- Pet carriers count as one piece of carry-on baggage.
- Pet must be at least eight weeks old and be odorless, harmless, not disruptive and require no attention during travel.
- Amtrak does not ship pets or allow them to travel as checked baggage; pets must travel with a human.
- Travel with pets is not available on Auto Train, Keystone Service, Pennsylvanian, San Joaquins, Capitol Corridor, Pacific Surfliner or Thruway Connecting Services.
- Travel with pets in Canada not available on Adirondack, Maple Leaf and Amtrak Cascades.
- Amtrak maintains the right to refuse acceptance and may remove any disruptive or offensive pet from stations or trains.



- You certify that your pet is up to date on all vaccinations and accept liability for your pet by signing a Pet Release and Indemnification Agreement for each travel segment. Amtrak does not accept liability for the health and well-being of pets.

### **Service Animals**

Service animals are animals that are trained to perform a specific task for the benefit of a person with a disability and are permitted in all areas where passengers are allowed. Amtrak personnel may ask what task(s) the service animal performs. Carry-on pet guidelines are for animals for which no claim of service is made, and do not pertain to passengers traveling with service animals.

We allow trained service animals accompanying passengers with disabilities in all customer areas in our stations, trains and Amtrak Thruway buses. Trained service animals must be kept under the control of their owners or trainers at all times.

### **Pets and Animals Not Considered Service Animals**

The following types of animals are considered pets (not service animals) and are welcome on Amtrak if they fit into our carry-on pet guidelines:

- Comfort Animals: Animals not trained to perform a specific task, but which are said to provide emotional support or to relieve anxiety simply by their presence (for example, by the passenger holding or stroking the animal).
- Search and Rescue Dogs: Animals that are trained generally, but not to assist a particular passenger.
- Police Dogs: Other than dogs brought on trains by the Amtrak Police Department.

### **Control of Your Service Animal**

You must keep your service animal under control at all times. The animal should always be on a leash, harness or other tether, unless this is not possible due to a disability or if the leash or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control.

Amtrak personnel may require you to remove your service animal en route or from the station premises if:

- The animal is out of control and you do not take effective action to control it (for example, a dog causes a significant disturbance by barking repeatedly and uncontrollably or is not housebroken) or
- The animal poses a direct threat to the health or safety of others.

If you are asked to remove your service animal, but you would like to remain on the premises and/or continue travel without the animal, you must make arrangements for another person or local animal control to accept custody of your animal, and you may be required to continue or begin your Amtrak travel at a later time or on a later date.

### **Service Animal Must Remain on Floor**

A service animal must sit under the passenger's seat or at his or her feet. Service animals are not allowed to sit in the aisle, on seats or beds.

### **Walking Your Service Animal**

If the train schedule permits, you may walk your service animal at station stops provided that you stay within reasonable proximity to the train and re-board promptly when the conductor notifies you that the train is about to depart. If you plan to walk your animal during the trip, please notify the conductor when you first board the train. Some routes may have limited or no stops for the duration of your trip, so we encourage you to check schedules before you make your travel plans.

Amtrak employees are not responsible for the care or supervision of any passenger's service animal.

excludeSection

false

T&C Section Tags

Section Type

Subsection

Section Heading

Smoking Policy

Navigational Heading

Smoking Policy

Section Body

All Amtrak trains, Thruway buses and stations are entirely non-smoking. No one may smoke anything in any area on trains, on Thruway services, in stations or in any other location where smoking is prohibited. This includes:

- Electronic smoking devices, such as electronic cigarettes.
- Marijuana. The use or transportation of marijuana for any purpose is prohibited, even in states where recreational use is legal or permitted medically.

### **Smoking Stops May Be Available**

If time and conditions permit, passengers may smoke on station platforms at longer stops only as announced by train crews. Smoking elsewhere and at other times is not permitted

- Passengers must remain next to the train, ready to re-board immediately upon hearing the sound of the locomotive horn and the all aboard calls from Amtrak employees.
- Smoking stops may be shortened or eliminated entirely if the train is operating late.
- State or local laws may prohibit smoking on station platforms.

excludeSection

false

T&C Section Tags

Section Type

Root Section

Section Heading

Accessible Travel Services

Navigational Heading

Accessible Travel Services

Section Body

excludeSection

false

T&C Section Tags

Section Type

Subsection

Section Heading

Wheeled Mobility Devices

Navigational Heading

Wheeled Mobility Devices

Section Body

## **Boarding and Detraining**

Amtrak will provide assistance to passengers with a disability who use a wheeled mobility device in the following situations:

- **High platforms:** Amtrak will assist you across the gap between the platform and the train by using a bridge plate.
- **Low-level platforms:** Amtrak will provide access to the train through the use of station-based mobile lifts.
- **Bi-level trains:** Amtrak will provide a ramp or station-based mobile lift to provide access to the lower level of the train.
- Passengers with mobility impairments who have requested wheelchair lift assistance or passengers who need assistance boarding will be pre-boarded at originating stations and given priority boarding at en route stations.

## **Remaining in Your Wheeled Mobility Device or Transferring to a Seat**

Accessible spaces and seats are available on Coach, Business class and First-class cars. When booking on Amtrak.com, there are two seating options for passengers who travel with wheeled mobility devices.

- If you use a wheeled mobility device that is not identified as collapsible, you will be offered a wheelchair space and you must remain seated in your device en route to your destination. Amtrak recommends that your brakes be applied when the train is in motion.
- If you travel with a collapsible wheelchair, you will be offered an accessible seat and you must transfer to that accessible seat and stow your wheelchair nearby. Onboard Amtrak personnel will assist you with stowing the device if requested.

If you would like to request alternate accommodations (for example, if your wheeled mobility device is not collapsible, and you prefer to transfer to a seat rather than remain in your device), please call us at 1-800-USA-RAIL or TTY 1-800-523-6590.

## **Wheeled Mobility Device Specifications**

Amtrak trains accommodate most wheeled mobility devices in use today.

- **Dimensions:** The device should not exceed 30 inches (76 centimeters) wide and 48 inches (122 centimeters) long and should have a minimum of 2 inches (5 centimeters) of ground clearance.
- **Weight:** The combined weight of the wheeled mobility device plus the occupant must be under 600 lbs. (273 kg).
- **Manual and battery powered:** Amtrak permits both manually operated and battery powered wheeled mobility devices that meet these specifications.

excludeSection

false

T&C Section Tags

Section Type

Subsection

Section Heading

Service Animals

Navigational Heading

Service Animals

Section Body

Service animals are animals that are trained to perform a specific task for the benefit of a person with a disability and are permitted in all areas where passengers are allowed.

See [details about traveling with service animals](#).

excludeSection

false

T&C Section Tags

Section Type

Subsection

Section Heading

Oxygen

Navigational Heading

Oxygen

Section Body

Amtrak allows passengers who use oxygen equipment (e.g., bottled oxygen, oxygen concentrators) to bring the equipment onboard Amtrak trains with certain restrictions. Oxygen equipment transport is allowed on trains only for passengers with a disability.

## **Making Reservations with Oxygen Equipment**

Because it is not possible to make reservations that include oxygen equipment on Amtrak.com or in the mobile application, call 1-800-USA-RAIL or TTY 1-800-523-6590 to let us know of your need to bring oxygen equipment and to make your reservations in advance.

## **Oxygen Equipment Requirements**

Portable oxygen equipment must meet the following specifications:

- **Power Source:** Oxygen equipment, including oxygen concentrators, must be able to operate a minimum of four hours without available onboard electrical power (in the event of a power disruption onboard).
- **UL or FM Listed:** Oxygen equipment must be Underwriter's Laboratory (UL) or Factory Mutual (FM) listed.
- **Weight Limits:** The total weight of all tanks may not exceed 120 lbs. (54 kg). Within this limit, we allow:
  - No more than 2 tanks, 50 lbs. (22.7 kg) each, or
  - No more than 6 tanks, 20 lbs. (9 kg) each.

excludeSection

false

T&C Section Tags

Section Type

Subsection

Section Heading

Companions and Attendants

Navigational Heading

Companions and Attendants

Section Body

Amtrak does not require that a companion or attendant accompany a passenger with a disability. However, if a passenger anticipates that he or she may need personal care assistance during the trip, such as assistance with feeding, bathing, dressing, medicating or toileting, the passenger must travel with an attendant who can provide such assistance.

The Amtrak train crews are not required or permitted to provide personal care assistance to passengers. Please take this into account when making your travel plans. If it becomes apparent during a trip that an unaccompanied passenger

requires such assistance, the passenger may have to detrain prior to his or her final destination.

Those designated as companions must be 18 years of age or older.

excludeSection

false

T&C Section Tags

Section Type

Root Section

Section Heading

Amtrak Wallet

Navigational Heading

Amtrak Wallet

Section Body

If you choose to save a payment card, digital wallet or other payment method credentials to your profile, you authorize us to use your stored credential information solely for the purpose of completing transactions that you request and servicing those transactions (such as completing a refund request or responding to an inquiry from the issuer of your card). In addition, we may use your stored credential information as provided in our privacy policy. If there are any changes to the use of your stored information we will ask you to re-accept the Amtrak terms and conditions when you sign in to your profile. This consent will remain in effect until all travel associated with purchase transactions conducted with your stored credential has been completed and the time period for any dispute, chargeback, or credit requested has expired.

excludeSection

false

T&C Section Tags

Section Type

Root Section

Section Heading

Amtrak BidUp

Navigational Heading

Amtrak BidUp

Section Body

## **1. Overview**

The Amtrak BidUp Program allows Eligible Customers to accept certain Invitations by placing an Upgrade Offer. If Amtrak accepts the Upgrade Offer, the Eligible Customer's Original Booking will be modified to reflect the Upgraded Booking. **UPON SUCH MODIFICATION, THE UPGRADED BOOKING BECOMES NON-REFUNDABLE, EVEN IF THE ORIGINAL BOOKING WAS FULLY REFUNDABLE.** Please note, the Upgrade Offer is made on behalf of every passenger on the reservation and, if accepted, the Upgraded Booking will apply to all passengers on a booking. These Terms and Conditions govern the Program. The Amtrak Conditions of Carriage apply to all travel with Amtrak. Not all classes, routes, or bookings will be selected for participation, regardless of availability.

## 2. Definitions

The following definitions apply to these Terms and Conditions:

1. **"Eligible Customer"** means individuals who are eighteen (18) years of age or older, who have booked and paid for a reservation that contains at least one (1) Segment of travel eligible for the Program through Amtrak. The following individuals are not eligible for the Program: Passengers (i) traveling on a single reservation comprised of eight (8) or more passengers; (ii) traveling on bus services; (iii) traveling with pets; (iv) traveling with bicycles; (v) who have already been upgraded in the Program; (vi) traveling with an Amtrak Multi-Ride Ticket; (vii) who purchased their ticket with Amtrak Guest Rewards Points; or (viii) who book travel through Amtrak Vacations or any codeshare seller.
2. **"Invitation"** means an invitation that Amtrak extends to the Eligible Customer to make an Upgrade Offer for a particular Segment.
3. **"Nominated Payment Card"** means one of the credit cards, charge cards, or debit cards which must be used to make a payment if the Upgrade Offer is accepted by Amtrak.
4. **"Original Booking"** is the fare purchased and Segment(s) of the booking made by the Eligible Customer to which an Invitation is extended by Amtrak.
5. **"Program"** means the Amtrak BidUp Program.
6. **"Segment"** means the portion of the journey defined by an originating station and terminating station on the same train and class of service.
7. **"Upgraded Booking"** is the Segment(s) of the booking for which an Eligible Customer receives an Invitation and makes an Upgrade Offer, which has been accepted and fulfilled by Amtrak.
8. **"Upgrade Offer"** refers to the total amount of money and (if applicable) Amtrak Guest Rewards Points that an Eligible Customer has



offered to upgrade all passengers in the Original Booking from the cabin class in the Original Booking to the higher cabin class to which the Invitation relates. The amount of an Upgrade Offer is separate and additional to the amount paid and (if appropriate) Amtrak Guest Rewards Points redeemed (as the case may be) for the Original Booking. For the avoidance of doubt, if an Upgrade Offer is accepted, the total value of the Upgraded Booking is the amount paid for the Original Booking plus the amount paid in money and (if appropriate) Amtrak Guest Rewards Points for the Upgrade Offer.

### **3. Receiving an Invitation**

Amtrak may send an Invitation to an Eligible Customer in its sole and absolute discretion based upon the Original Booking and other factors determined by Amtrak. Amtrak may send an Eligible Customer an Invitation for one or more Segments on the Original Booking. Only an Original Booking that has been purchased by either an Eligible Customer or someone authorized to make an Upgrade Offer on their behalf is eligible. Eligible Customers may check to see if they have received an Invitation on Amtrak.com or on the Amtrak Mobile App. Each Invitation is subject to any additional terms and conditions set thereon, including a date and time by which an Upgrade Offer must be made. The Invitation may be rescinded or modified prior to Eligible Customer responding with an Upgrade Offer in Amtrak's sole and absolute discretion. An Invitation will relate to all passengers on the Original Booking. Amtrak makes no representation to any person that an Invitation will be issued or that an Upgrade Offer will be reviewed, accepted, made available, or processed regardless of availability. An Invitation is non-transferable.

### **4. Making an Upgrade Offer**

If Amtrak sends an Invitation for multiple Segments, the Eligible Customer may make an Upgrade Offer for some, none, or all Segments in the Original Booking pursuant to the Invitation. Only the Eligible Customer named in the Invitation or someone over the age of 18 who is authorized to make an Upgrade Offer on their behalf is eligible to submit an Upgrade Offer. Subsequently, Amtrak may accept or reject any Upgrade Offer in its sole and absolute discretion and regardless of availability. If Amtrak does not accept the Upgrade Offer, the Original Booking will continue. Amtrak will not offer any passengers, including the Eligible Customer any compensation, consideration, or other benefit as a result of the Upgrade Offer not being accepted. For business class or first class accommodations, Eligible Customers can make an Upgrade Offer any time until two (2) hours prior to the scheduled station

departure time. Eligible Customers cannot make an Upgrade Offer for business class or first class accommodations, within two (2) hours of the scheduled station departure time. For roomette or bedroom accommodations, Eligible Customers can make an Upgrade Offer any time until thirty-seven (37) hours prior to the scheduled station departure time. Eligible Customers cannot make an Upgrade Offer for roomette or bedroom accommodations, within thirty-seven (37) hours of the scheduled station departure time.

## **5. Paying for an Upgrade Offer**

Eligible Customers must submit their Upgrade Offer using a Nominated Payment Card. If an Upgrade Offer is accepted, Amtrak will immediately charge the Nominated Payment Card submitted in connection with the Upgrade Offer. This charge is in addition to the amount paid for the Original Booking. An Upgrade Offer must be made on behalf of all passengers on the Original Booking. By making an Upgrade Offer, the Eligible Customer confirms that he or she is an Eligible Customer and has authority to act on behalf of and to bind all the passenger(s) on the Original Booking to these Terms and Conditions. Vouchers and other forms of payment or consideration not expressly provided for in these Terms and Conditions cannot be used to make or fulfil an Upgrade Offer.

## **6. Modifying or Canceling an Upgrade Offer**

To modify or cancel an Upgrade Offer, visit the link in your Invitation and follow the applicable prompts. For business class or first class accommodations, Eligible Customers can modify or cancel an Upgrade Offer any time until two (2) hours prior to the scheduled station departure time. Eligible Customers cannot modify or cancel an Upgrade Offer for business class or first class accommodations, within two (2) hours of the scheduled station departure time. For roomette or bedroom accommodations, Eligible Customers can modify or cancel an Upgrade Offer any time until thirty-seven (37) hours prior to the scheduled station departure time. Eligible Customers cannot modify or cancel an Upgrade Offer for roomette or bedroom accommodations, within thirty-seven (37) hours of the scheduled station departure time. If an Eligible Customer's Original Booking is modified or cancelled after an Invitation is sent to that Eligible Customer and before the Eligible Customer makes an Upgrade Offer, the Invitation will be forfeited. If the Original Booking is modified or cancelled after the Eligible Customer has made an Upgrade Offer but before the Upgrade Offer has been accepted, the Upgrade Offer is invalid and will not be considered. Once an Upgraded Booking is completed by Amtrak, any Segment of that Upgraded Booking will

only be refundable if the applicable Segment is cancelled by Amtrak and alternative travel cannot be arranged by Amtrak.

## 7. Acceptance of Upgrade Offers

Receiving an Invitation and/or making an Upgrade Offer does not in any way guarantee that the Upgrade Offer will be accepted or that the recipient is an Eligible Customer. Amtrak makes no representation that any Upgrade Offer will be accepted, irrespective of the amount of the Upgrade Offer and/ or seat availability in any higher class of service. An Upgrade Offer will be accepted or rejected in Amtrak's sole and absolute discretion, considering various factors, on a case by case basis. An Upgrade Offer may be accepted or rejected within the following time frames prior to scheduled station departure time:

- **First class, Business class:** One (1) hour
- **Roomette, Bedroom:** Thirty-six (36) hours

Eligible Customers are responsible for ensuring that they have sufficient funds on their Nominated Payment Card and (where applicable) a sufficient amount of Amtrak Guest Rewards Points in their Amtrak Guest Rewards membership account from the time the Upgrade Offer is submitted to the scheduled station departure time. An Eligible Customer will be notified by email whether their Upgrade Offer, for business class or first class, has been accepted or rejected between two (2) and one (1) hour(s), respectively, prior to the scheduled station departure. An Eligible Customer will be notified by email whether their Upgrade Offer, and for roomette or bedroom, has been accepted or rejected between thirty-seven (37) and thirty-six (36) hour(s), respectively, prior to the scheduled station departure. Amtrak will deduct the amount of the Upgrade Offer from the Nominated Payment Card and (where applicable) the Amtrak Guest Rewards membership account at any time from the time of acceptance until the scheduled station departure time. When an Upgrade Offer is accepted, an Eligible Customer will be charged any money payable in the currency displayed on the payment page. The fare conditions of the Original Booking expire upon acceptance of the Upgraded Booking. If an Upgrade Offer is accepted for any segment of a trip (i.e., between any origin and destination), that segment becomes non-refundable and non-changeable, regardless of the entitlements of the Original Booking. No further upgrade will be available for any passenger included on an Upgraded Booking. Amtrak cannot guarantee that passengers on an Upgraded Booking will receive all the inclusions of the higher class of service. Note that separate Terms and Conditions may apply to inclusions. Any special requests, including meal or seating requests, whether included in the Original Booking, will not be guaranteed for the Upgraded

Booking. Points and Status Credits will be earned on the total value of the Upgraded Booking. The earning and redemption of Amtrak Points is subject to the Amtrak Guest Rewards program Terms and Conditions.

## **8. Cancellations**

If an Eligible Customer is awarded an Upgraded Booking and decides to cancel one or more segments of the Upgraded Booking, the Original Booking may no longer be available.

## **9. Refunds**

Subject to these Terms and Conditions, an Eligible Customer may request a refund by visiting Amtrak.com. Refunds will only be issued: (1) after the train in the Upgraded Booking has departed or has been cancelled; (2) no later than three (3) months after station departure of the train in the Upgraded Booking; or (3) The refund terms of the Program supersede the refund terms in the Amtrak General Terms and Conditions. Amtrak will honor or refuse any refund requests in its sole and absolute discretion. Any refunds will be processed in the currency in which the Upgrade Offer was accepted and to the Nominated Payment Card or Amtrak Guest Rewards membership account used to pay for the accepted Upgrade Offer. Where applicable, any Amtrak Points deducted from the Eligible Customer's Amtrak Guest Rewards membership account for the Upgrade Offer will be credited to that Eligible Customer's account.

## **10. General**

By submitting an Upgrade Offer, passengers agree to be bound to these Terms and Conditions. Amtrak reserves the right to modify these Terms and Conditions at any time, without notice. These Terms and Conditions should be read in conjunction with and are subject to Amtrak's Conditions of Carriage, Website Terms of Use and Privacy Policy, and the Amtrak Guest Rewards Terms and Conditions (as applicable). Failure by Amtrak to exercise its rights hereunder will not be construed as a waiver or relinquishment of the future performance of any of its rights, and the Eligible Customer's obligations with respect to such future performance shall continue in full force and effect. Amtrak is not liable for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, or delays in computer transmissions or network connections that are human or technical in nature. Amtrak is not responsible if any change of email or other failure for an Invitation, Upgrade Offer, or other communication to arrive to the intended recipient.

excludeSection

false

T&C Section Tags

Section Type

Root Section

Section Heading

Local Transportation

Navigational Heading

Local Transportation

Section Body

Information regarding local transportation services at Amtrak service locations (including bus, taxi, trolley and other local transportation services) that is posted on Amtrak.com is included solely as a convenience for those using this web site. Amtrak makes no representations that such information is without errors or omissions. Users of Amtrak.com should contact local service providers directly for up-to-date schedule, fare and other information relating to such providers. Unless otherwise stated, Amtrak is not affiliated with any local service providers.

excludeSection

false

T&C Section Tags

Section Type

Root Section

Section Heading

Force Majeure Event

Navigational Heading

Force Majeure Event

Section Body

Amtrak may, in the event of a force majeure event, without notice, cancel, terminate, divert, postpone or delay any train or the right of carriage without liability except to issue a refund. The refund will be made in the original form of payment in accordance with refund rules for any unused portion of the ticket.

Force Majeure Event means:

- Any condition beyond Amtrak's control including, but without limitation, meteorological conditions, acts of nature, riots, civil commotion, embargoes, wars, hostilities, or disturbances - actual, threatened, or reported. Also, because of any delay, demand,

circumstances or requirement due, directly or indirectly to such conditions, or

- Any strike, work stoppage, slowdown, lockout or any other labor related dispute involving or affecting Amtrak's services, or
- Any government regulation, demand or requirement, or
- Any shortage of labor, fuel or facilities of Amtrak or others, or
- Any fact not reasonably foreseen, anticipated or predicted by Amtrak.

excludeSection

false

T&C Section Tags

Section Type

Root Section

Section Heading

Disclaimer of Liability

Navigational Heading

Disclaimer of Liability

Section Body

Amtrak's fares, time schedules, equipment, routing, services and information (hereinafter "Amtrak services") are not guaranteed and are provided "as is" without any warranties of any kind, either express or implied, and Amtrak disclaims all warranties, express or implied.

Amtrak reserves the right to change its policies without notice.

Amtrak further specifically disclaims liability for any inconvenience, expense, or damages, incidental, consequential, punitive, lost profits, loss business or otherwise, resulting from errors in its timetable, shortages of equipment, or due to delayed trains, except when such delay causes a passenger to miss an Amtrak train guaranteed connection. When a guaranteed Amtrak train connection is missed, Amtrak will provide passenger with alternate transportation on Amtrak, another carrier, or provide overnight hotel accommodations, at Amtrak's sole discretion, but only when such circumstances resulted from the actions of Amtrak and this shall constitute Amtrak's sole liability and passenger's sole and exclusive remedy.

Amtrak also disclaims any liability for the products and/or services of Amtrak's advertisers, business partners, sponsors, suppliers, licensors and agents to the extent permissible under the law and Amtrak shall only be responsible for the rail transportation services that it provides.



excludeSection  
false  
T&C Section Tags  
Section Type  
Root Section  
Section Heading  
Alexa Skills App  
Navigational Heading  
Alexa Skills App  
Section Body

### **End User License Agreement for Amtrak's Alexa Skills App**

This End User License Agreement ("EULA") is between you and the National Railroad Passenger Corporation ("Amtrak") for your use of our Skills app, as it may be updated from time to time (the "Amtrak Skill") on the Alexa platform provided by Amazon Services LLC and/or its affiliates ("Amazon").

Amtrak may add features and functionality to the Amtrak Skill at any time, with or without notice. Some features, such as ticket purchases, are subject to Amtrak's Terms and Conditions found at [www.amtrak.com](http://www.amtrak.com). Features pertaining to our Guest Rewards program may require you to link the Amtrak Skill to your Guest Rewards account.

Limited license: Amtrak is licensor of the Amtrak Skill. Amtrak grants you a limited, nontransferable license to download and use the Amtrak Skill, only on Amazon's Alexa platform and only for your personal and noncommercial purposes. Amtrak may terminate such license at any time, in Amtrak's sole discretion, with or without notice.

Privacy: Any information that we collect from you is governed by our privacy policy, and will not be subject to the Amazon.com Privacy Notice.

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THE AMTRAK SKILL AND ALL INFORMATION, PRODUCTS, AND SERVICES PROVIDED BY THE AMTRAK SKILL ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH NO WARRANTIES WHATSOEVER.

AMTRAK EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. AMTRAK ALSO DISCLAIMS ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE AMTRAK SKILL.

YOU ARE RESPONSIBLE FOR THE SAFE AND APPROPRIATE USE OF THE AMTRAK SKILL ON THE AMAZON ALEXA PLATFORM. AMTRAK SHALL NOT BE RESPONSIBLE FOR ANY PERSONAL INJURY OR DAMAGE TO PROPERTY THAT MAY OCCUR IN CONNECTION WITH OR AS A RESULT OF THE USE OF THE AMAZON ALEXA PLATFORM AND ANY CONNECTED DEVICES, AND YOU EXPRESSLY WAIVE ALL RIGHTS AGAINST AMTRAK WITH RESPECT THERETO.

Other terms:

1. You may not modify, reverse engineer, decompile or disassemble the Amtrak Skill in whole or in part, or create any derivative works from or sublicense any rights in the Amtrak Skill, unless otherwise expressly authorized in writing by Amtrak.
2. The Amtrak Skill is protected by copyright and other intellectual property laws and treaties. Amtrak or its licensors own all title, copyright and other intellectual property rights in the Amtrak Skill. For clarity, the Amtrak Skill is licensed, not sold.
3. You acknowledge and agree that Amazon has no responsibility or liability with respect to your use of the Amtrak Skill or any content or functionality in the Amtrak Skill.

Limitation of Liability: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL AMTRAK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND/OR CONTRACTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF AMTRAK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, THAT RESULT FROM THE USE OR THE INABILITY TO USE THE AMTRAK SKILL, FROM ANY CHANGES



TO THE AMTRAK SKILL, OR FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA. IF YOU ARE DISSATISFIED WITH THE AMTRAK SKILL OR THE INFORMATION AND MATERIALS AVAILABLE ON OR THROUGH THE AMTRAK SKILL, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE AMTRAK SKILL.

Indemnity: You agree to hold harmless and indemnify Amtrak and its officers, directors, employees, contractors and agents harmless from and against any third-party claim arising from your use of the Amtrak Skill, including liability, damages or costs (including litigations costs and attorneys' fees).

excludeSection

false

T&C Section Tags

Section Type

Root Section

Section Heading

Arbitration Agreement

Navigational Heading

Arbitration Agreement

Section Body

excludeSection

false

T&C Section Tags

Section Type

Subsection

Section Heading

Arbitration Agreement

Navigational Heading

Arbitration Agreement

Section Body

Mutual Agreement to Arbitrate ("Arbitration Agreement"). This Arbitration Agreement is intended to be as broad as legally permissible, and, except as it otherwise provides, applies to all claims, disputes, or controversies, past, present, or future, that otherwise would be resolved in a court of law or before a forum other than arbitration. Amtrak and Customer (on behalf of yourself and any individuals for whom you purchase tickets, including, without limitation, family members, minor passengers, colleagues and companions (collectively

“You” or “Your”), AGREE that this Arbitration Agreement applies, without limitation, to claims Amtrak may have against You and claims You may have against Amtrak and any affiliates or related entities, or against any party to which Amtrak owes indemnity (which party may also enforce this Agreement), including without limitation any host railroad, based upon or related to: these Terms and Conditions, breach of contract, tort claims, common law claims, Your relationship with Amtrak, tickets, services and accommodations provided by Amtrak, carriage on Amtrak trains and equipment, any personal injuries (including, but not limited to, claims for negligence, gross negligence, physical impairment, disfigurement, pain and suffering, mental anguish, wrongful death, survival actions, loss of consortium and/or services, medical and hospital expenses, expenses of transportation for medical treatment, expenses of drugs and medical appliances, emotional distress, exemplary or punitive damages arising out of or related to any personal injury), and any claims for discrimination and failure to accommodate, which shall be decided by a single arbitrator through binding arbitration and not by a judge or jury. Except with respect to the Class Action Waiver below, the arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the validity, applicability, enforceability, unconscionability or waiver of this Arbitration Agreement, including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. This Arbitration Agreement is governed by the Federal Arbitration Act (“FAA”) and evidences a transaction involving commerce. The arbitration will be conducted before a single arbitrator under the Consumer Arbitration Rules of the American Arbitration Association (“AAA”), which are available at the AAA website ([www.adr.org](http://www.adr.org)). A court of competent jurisdiction shall have the authority to enter judgment upon the arbitrator's decision/award. The parties agree to bring any claim or dispute in arbitration on an individual basis only, and not as a class or representative action, and there will be no right or authority for any claim or dispute to be brought, heard or arbitrated as a class or representative action (“Class Action Waiver”). Regardless of anything else in this Arbitration Agreement and/or the applicable AAA Rules, any dispute relating to the interpretation, applicability, enforceability or waiver of the Class Action Waiver may only be determined by a court and not an arbitrator. This Arbitration Agreement does not apply to any claim or dispute that an applicable federal statute states cannot be arbitrated.

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T&C Section Tags

Section Type

Subsection  
Section Heading  
Our Commitment to Customers  
Navigational Heading  
Our Commitment to Customers  
Section Body

We want to make sure you have the best experience with Amtrak possible. If we disappoint you, we want to make things right – as quickly as possible.

**We successfully resolve over 95% of customer complaints directly with our customers.**

Our success rate is so high because we take accountability for our actions. When you experience injury, harm or loss on one of our trains, we work directly with you to ensure you get the support and restitution you need. We do everything possible to satisfy you because we want the opportunity to earn your business again.

**We support our customers' right to seek outside legal help as a last resort.**

In rare cases, Amtrak cannot reach a resolution with a customer that feels fair to both sides. In these instances, Amtrak recognizes that our customers may want to pursue a remedy through legal channels. We understand and agree that you have the right to have your legal dispute decided by a neutral trier of fact.

**We believe arbitration is the fastest and best way for our customers to resolve legal disputes.**

Arbitration is typically quicker and more efficient than the court systems, which are overburdened. Both Congress and the U.S. Supreme Court have found that arbitration is a more efficient way of resolving legal disputes than going to court.

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T&C Section Tags  
Section Type  
Subsection  
Section Heading  
Your Legal Rights - Protected Through Arbitration  
Navigational Heading

## Your Legal Rights

### Section Body

When you buy a ticket to ride Amtrak, you agree to resolve any legal dispute you have with Amtrak through arbitration instead of going to court. Our Mutual Agreement to Arbitrate is detailed in these Terms and Conditions.

**Arbitration offers you key legal protections available in civil courts** – including an arbitration venue of your choice, legal representation, an independent decision-maker, and the ability to recover damages and all other relief available to an individual under applicable laws.

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T&C Section Tags  
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Subsection  
Section Heading  
Benefits  
Navigational Heading  
Benefits to Our Customers  
Section Body

### **Arbitration offers benefits over civil court.**

Litigation is costly and disruptive. We believe that arbitration is a fair way for both Amtrak and you to resolve covered disputes. In many instances, we believe that arbitration can be a more economical and quicker way to resolve disputes. Many companies use arbitration agreements, and arbitration is also very common between businesses and consumers. The United States Supreme Court has consistently allowed for arbitration, and the federal law governing arbitration, the Federal Arbitration Act, has been around since 1925.

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T&C Section Tags  
Section Type  
Subsection  
Section Heading  
Myths & Misunderstandings  
Navigational Heading  
Myths & Misunderstandings

## Section Body

We want to clear up some myths and misunderstandings about the arbitration process:

### **Arbitration does not impose a “gag rule.”**

You are free to discuss your claim with law enforcement authorities, the public, other consumers, and anyone else you deem appropriate.

### **Arbitration is not controlled by Amtrak.**

A neutral professional arbitrator, mutually selected by the parties, makes all pertinent decisions about the case. Arbitrators are provided by the American Arbitration Association, a non-profit organization and a recognized national leader in this field. Many of these arbitrators are experienced lawyers and former judges, and they are required to adhere to ethical rules.

### **Arbitration is not stacked against claimants.**

The arbitrator is neutral and selected by the parties.

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T&C Section Tags

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Amtrak Guest Rewards Program Terms & Conditions

Navigational Heading

Amtrak Guest Rewards Program

Section Body

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A. General Membership Guidelines

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General Membership Guidelines

Section Body

Membership is open to all residents of the U.S. and Canada. To become a member ("Member") of the Amtrak Guest Rewards Program (the "Program"), individuals must enroll by visiting Amtrak.com (the "Site") and completing an enrollment form, or by calling 1-800-307-5000. To complete an enrollment, individuals must provide their full name, address, and email address ("Registration Data"). Full name is defined as the given name, middle initial (if any), and surname. Members shall be subject to any posted guidelines or rules applicable to these terms and conditions ("T&Cs") posted on this site (subject to routine updates), those obtained by calling 1-800-307-5000, or by writing to Amtrak Guest Rewards, P.O. Box 14368, Philadelphia, PA 19115. Only individuals age 13 and older may enroll via the Internet.

Members must provide a valid, unique email address upon enrollment. Members may opt in to receive monthly eStatements and offers by email. Only one Program account may be associated with a single email address.

Members have the option of opting in to receive information and offers via text messaging by updating their profile preferences. Only one Program account may be associated with a single mobile phone number. If there are multiple Members in a household who share a mobile phone number, those Members can choose to receive mobile information and offers associated with only one Program account.

Members agree to (a) provide true, accurate, current and complete Registration Data as prompted by the Program enrollment form, and (b) maintain and promptly update the Registration Data (found in the "My Account" section of the Site) to keep it true, accurate, current and complete. If a Member provides any Registration Data that is untrue, inaccurate, not current or incomplete, or if Amtrak, in its discretion, suspects that a Member's Registration Data is untrue, inaccurate, not current or incomplete, Amtrak has the right to suspend, terminate, or refuse the Member's current or future use of the Program.

Members will be provided with a membership number that identifies the individual Member (a "Membership Number") upon enrollment. The Member should provide the Membership Number when making Amtrak reservations or transacting with Program partners in order to receive points. The Membership Number is unique to each individual Member and is not transferable.

Members agree that creation of a Membership Number and/or participation in the Program will represent the Member's acceptance of these T&Cs and the Privacy Policy. Upon our request, you agree to sign a non-electronic version of these T&Cs.

Amtrak's practices with respect to handling Registration Data and other information collected during a Member's enrollment and participation in the Program are described in the Privacy Policy. The Privacy Policy describes how Amtrak provides Members with the financial incentive benefits of the Program in return for the points obtained by Members and the Registration Data and other information collected in connection with membership in the Program.

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B. Member Conduct

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Member Conduct

Section Body

Members agree not to impersonate any person or entity using the Program, and not to upload, post, email, or otherwise transmit any material that contains software viruses, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment used by the Program.

Members agree not to spam or flood the Site or service, or remove any copyright, trademark, or other proprietary rights notices contained on the Site.

Members also agree not to use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Site or service or its contents, or otherwise interfere with, or disrupt, the Program or servers or networks connected to the Site, or violate these T&Cs or any requirements, procedures, policies or regulations of the Program, or of any networks connected to it.

Members agree not to intentionally or unintentionally violate any applicable local, state, national or international statutes, regulations, regulatory guidelines and judicial or administrative interpretations, or any rules or requirements established by Amtrak (all of which shall constitute "Applicable Law") in connection with their use of the Program.

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C. Rules for Earning Amtrak Guest Rewards Points  
Navigational Heading  
Rules for Earning Points  
Section Body

Only one Program account will be allowed per individual. In the event that more than one account number is assigned to the same Member (duplicate accounts), only the applicable point credit, excluding any enrollment bonus in the duplicate account, can be transferred to the original account. Duplicate accounts and/or points earned or purchased not in accordance with Program Terms and Conditions will be canceled upon notification from the Member or at Amtrak's discretion.

From time to time, potential Members may be offered the opportunity to earn bonus points for enrollment. This bonus may be based on enrollment method or on a source enrollment promotion code that must be provided during the enrollment process. Only one enrollment bonus will be allowed per individual Member.

A Member may receive points only for his/her own travel and will not receive points for trips purchased by the Member, but not traveled personally by the Member. Points can be accumulated only once for each trip, regardless of the number of seats purchased. Accrued points, reward trips and coupons have no monetary value and do not constitute property of the Member.

Points will not be awarded for travel on tickets issued as reward travel from Amtrak or on travel purchased through auction/discount portals such as eBay. Points will not be awarded for tickets purchased with an Amtrak Transportation Voucher. If a ticket is partially paid for with a Transportation Voucher, then the portion funded by the Transportation Voucher will not earn points; however, the remaining value of the ticket purchased will earn points.

Except as provided in this Section, Members who provide their Membership Number at the time of ticket purchase will earn 2 points for every \$1 spent on Amtrak travel. Members will earn an additional 25% point bonus for qualifying Business class travel and an additional 50% point bonus for qualifying Acela First class travel. If a free One-Class Upgrade coupon is applied to a



reservation, Member will be eligible for the point bonus associated with the original class of service, not the upgraded service. To receive points for Amtrak travel, the Member must provide his/her Membership Number at the time of making reservations and the passenger name must match the Member name. For travel on Amtrak that occurs prior to a Member's enrollment date, points will be awarded, upon request, only for travel that occurs within 21 days prior to the Member's enrollment date. Members may earn points for one train ticket used on a single train or individual train number on a single day. Additional tickets for the same train or individual train number, on the same day, will not earn points.

To resolve point discrepancies, Members must contact the Amtrak Guest Rewards Service Center in writing within 60 days following the transaction in question by mail or using the Contact Us form. Members must provide Amtrak with sufficient written documentation of the transactions in question. Written requests must also include the Member's name, Membership Number, address, and daytime telephone number. Submit written requests to: Amtrak Guest Rewards, P.O. Box 14368, Philadelphia, PA 19115. In the case of a dispute regarding points, Amtrak's decision will be final.

Points will be credited to a Member's account within 3 weeks after the completion of the Member's Amtrak trip. Points for 8000-series Thruway service travel may take up to 90 days to be credited. Members should retain their Amtrak ticket stubs or reservation confirmation until the points for their travel appear in their Program accounts.

If the Membership Number was not included when the Member made the reservation, retroactive credit may be requested within 120 days of travel. The Member may request retroactive credit online using the Missing Points Request Form. The Member may also request retroactive credit by contacting the Amtrak Guest Rewards Service Center by mail at the addresses in Section C or using the Contact Us form. Points will not be awarded for travel on Amtrak made without a Membership Number using unreserved tickets unless the unreserved ticket has the Member's name on the eTicket or ticket stub. If a Member purchases a ticket for Amtrak travel on board an Amtrak train, the Member may request retroactive credit by contacting the Amtrak Guest Rewards Service Center by mail at the addresses in Section C or by using the Contact Us form.

Members may have the opportunity to earn points by purchasing products or services from Program partners. Program partners, partner offers and partner locations are subject to change without notice, and Amtrak assumes no

responsibility for partner changes or for informing Members of changes. Points earned through transactions with Program Partners will typically be awarded within 6 weeks.

**Additional Exclusions.** To earn points for Amtrak travel, the Member must travel on Amtrak using an Amtrak ticket. Members will not earn points for travel on Amtrak using a ticket issued by a carrier other than Amtrak. Members will not earn points for a step-up ticket paid to Amtrak from other carriers for use on an Amtrak train. Neither the originating carrier's pass nor the step-up amount paid to Amtrak is eligible to earn points. Members will not earn points for tickets purchased with discounted group fares. Members will not earn for Amtrak 7000-series Thruway services or the Canadian portion of joint Amtrak/VIA Rail Canada services.

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D. Terminating Membership and Point Expiration and Forfeiture

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Terminating Membership & Point Expiration & Forfeiture

Section Body

Subject to these Program Terms and Conditions, points earned under the Program will not expire as long as the Program continues and the Member's Program account is active. "Active" means that the Member earns and/or redeems Program points using his or her Membership Number within a 24-month period.

If no Member initiated qualifying activity is recorded or reported within 24 months for a Member, the Member's points will expire. Members can view all point and travel activity in the "My Transactions" section of My Account on this site.

A Member's points will automatically and immediately expire (and the Member forfeits them) if the Member terminates membership in the Program and the Member may not have access to other Program benefits. A Member may terminate membership in the Amtrak Guest Rewards program at any time by contacting the Amtrak Guest Rewards Program Service Center at 1-800-

307-5000. If an individual later re-joins the Program, any forfeited points will not be reinstated.

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E. Claiming Rewards

Navigational Heading

Claiming Rewards

Section Body

Members may redeem points for Amtrak travel rewards at Amtrak.com or by calling the Amtrak Guest Rewards Service Center. To redeem points for travel on Amtrak, a Member must reserve and obtain the ticket prior to the train departure time. Members may not redeem points for Amtrak 7000-series Thruway services or the Canadian portion of joint Amtrak/VIA Rail Canada services. Learn more about redemption ticket details.

In order to redeem points for items other than Amtrak travel, upgrade coupons or lounge passes, a member's account must show at least one point-earning transaction from a paid Amtrak ticket.

Amtrak travel reward trips may be modified or canceled by the Member if applicable based on the fare rules associated with the ticket. Points will not be refunded if the redemption trip is not cancelled prior to the time of departure ("no-show"). All modifications to trips purchased with points are subject to availability and point/monetary penalty. Cancellations of such trips are subject to applicable point penalty. Points cannot be combined with cash for an upgrade in service. If the ticket has been printed (not an eTicket), the unused ticket must be returned to the Amtrak Guest Rewards Service Center at the address set forth in Section C if eligible for refund or exchange. If the ticket has not been printed or is an eTicket, the cancellation may be made by phone with the Amtrak Guest Rewards Service Center or online at Amtrak.com.

If a Member needs to exchange tickets due to a disruption in service, Amtrak will book the Member on the next available train at the same level of service if available. If only a lower level of service is available, and the Member agrees to accept that lower level of service, the difference in points will be deposited in the Member's Program account upon request from the Member.

Blackout dates may apply to some offers and promotions including One-Class Upgrade coupons and free companion fare coupons. All Amtrak travel rewards are subject to reward seat availability and may not be available on all trains.

Member is responsible for maintaining a point balance of zero or greater at all times. Members must have sufficient points posted to their Program accounts to redeem points for the Program Reward of their choice. Points cannot be combined with cash or with another Member's points to obtain a Program Reward. Amtrak reserves the right to limit the quantities of Program Rewards redeemed by a single Member in a given time period.

Amtrak is not responsible for any products or services offered by other companies participating in the Program ("Program Merchants"). Program Merchants are solely responsible for the quality and performance of the goods or services supplied. Any rules of the Program Merchants relating to returns and exchanges apply, but no points will be re-credited to a Member's Program account. Use of the Program does not, in any way, indicate that Amtrak recommends or endorses any Program Merchant, regardless of whether the Program Merchant participates in the Program.

Amtrak Guest Rewards non-Amtrak travel gift cards will be sent via the U.S. Postal Service and will typically arrive within 2 weeks. If a non-Amtrak travel digital gift card is selected, it will typically be electronically delivered within 3-7 days. Gift cards are not returnable or refundable and cannot be redeemed for cash and cannot be bartered or sold. Gift cards are governed by the specific rules, conditions, blackout dates and expiration dates shown on or associated with each and are subject to change without notice. Amtrak is not responsible for lost, stolen, damaged, misdirected or misplaced gift cards. Unless otherwise noted in the Program materials, Program Rewards do not include incidental charges such as food, beverages, taxes, service or other charges.

Members with Amtrak Guest Rewards Select, Select Plus or Select Executive status may redeem their points with participating point transfer partners. Current Amtrak Guest Rewards Select or Select Plus Members may redeem up to 50,000 Amtrak Guest Rewards points per calendar year with participating point transfer partners. Current Amtrak Guest Rewards Select Executive Members are not subject to point limits when redeeming their points with participating point transfer partners.

A Member must be a member of the partner's program in which such Member is transferring Amtrak Guest Rewards points to and abide by that program's rules and regulations in order to exchange points to their currency.

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F. Amtrak Guest Rewards Conditions

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Conditions

Section Body

Amtrak may, in its discretion, cancel, modify, restrict, or terminate the Program or any aspects or features of the Program (except the Arbitration Agreement) at any time without prior notice. Updated Program rules will be available at Amtrak.com. Any change in the Program will apply to unredeemed points as well as points Members may earn in the future.

In accumulating points or Program Rewards, Members may not rely upon the continued availability of any Program Reward and Members may not be able to obtain all offered Program Rewards for all destinations or trips. Amtrak and its partners have the right to change, limit, modify, or cancel Program rules, regulations, rewards, and reward levels at any time. That includes, without limitation, increasing the levels or number of points required for a Program Reward, changing Program Rewards, reducing the number of seats available for Program Rewards on Amtrak trains, adding blackout dates, limiting rooms available for a Program Reward at any participating hotel, changing locations served by Amtrak or its partners, changing or canceling the Program Rewards offered by Program Merchants, or changing or canceling partner participation in Amtrak Guest Rewards. Program rules may change due to changes in Program Merchant rewards programs. Redemption of all Program Rewards is subject to availability. In the event that any of these conditions occur, Members may not be able to obtain certain Program Rewards. Amtrak assumes no liability for these changes. Some Amtrak train or bus services, such as special excursions, may be excluded from Program Reward availability at Amtrak's discretion.

Earnings of points and redemption of Program Rewards may be subject to income or other taxes. Members are responsible for taxes, if any, due on points or Program Rewards.

If, in their sole discretion, Amtrak or its partners suspect fraud, misrepresentation, abuse, or violation of applicable rules involving points or

Program Rewards use, Amtrak and its partners have the right to take appropriate administrative and/or legal action, including the cancellation of accumulated points and Program Rewards, and termination of Program participation.

If Amtrak and/or any Program partner or Program Merchant improperly denies a Member point credit, Program Rewards, or some other benefit, the Member's exclusive remedy shall be the issuance of the improperly denied credit, Program Reward or benefit, if available, or such other comparable benefit as determined by Amtrak, which shall have no additional liability whatsoever.

By participating in the Program, Members agree to receive mailings from Program Merchants. Members may request to be removed from Program partner mailings by contacting the Amtrak Guest Rewards Service Center. Members may review our complete Privacy Policy by accessing Amtrak.com, by calling 1-800-307-5000, or by writing to Amtrak Guest Rewards at the address set forth in Section C.

The Program is subject to all applicable laws and regulations and the redemption of Amtrak rewards is void where prohibited by law. The sale or barter of any Program Reward or other reward offered through the Program, other than by Amtrak, is expressly prohibited.

Amtrak reserves the right to make promotional offers selectively available to Members, based on travel activity, geographic location, Program participation, or other factors.

Accrued points are not transferable in the event of Member death or divorce. All points are subject to all other Program rules. Once points have expired in accordance with the Program rules, they will not be reinstated.

Each Member shall be responsible for advising Amtrak of any changes of name, address, email, or any other profile information.

Except as otherwise provided, the Program is only open to individual participants and not corporations or businesses. Pooling of points or using another individual's account is considered fraudulent and may result in the loss of all points.

AMTRAK MAKES NO WARRANTIES OR REPRESENTATION EITHER EXPRESSED OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY AND DAMAGES (INCLUDING DIRECT,



CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES) WITH RESPECT TO TYPE, QUALITY, OR FITNESS OF GOODS OR SERVICES PROVIDED THROUGH THIS PROGRAM TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW.

Amtrak is not responsible for requests or correspondence lost or delayed in the mail. Amtrak also reserves the right to correct errant Program point values represented on statements or the Site. Amtrak reserves the right to adjust Point values at its sole discretion.

Each Member is responsible for remaining knowledgeable as to the Program terms and conditions and as to the number of points in his or her account. Neither Amtrak nor Program Merchants will be liable for any of the following: incorrect or inaccurate transcription of entry information; problems related to any of the equipment or programming associated with or utilized by the Member; any human error; any interruption, deletion, omission, defect, or line failure of any telephone network or electronic transmission; problems relating to computer equipment, software, or inability to access the Site; any other technical or non-technical error or malfunction; lost, late, stolen, illegible, incomplete, garbled, misdirected, mutilated, or postage due mail, or other mail for whatever reason.

Notices to Members may be made via either email or regular mail to any address in a Member's account profile or other information that such Member has provided to Amtrak in connection with the Program. Members also may be notified of changes to these T&Cs or other matters on Amtrak.com.

Except for the Arbitration Agreement, all terms and conditions are subject to change. Amtrak reserves the right to alter or cancel the Program at any time.

All interpretations of Program terms and conditions shall be at the sole discretion of Amtrak.

The failure of Amtrak to exercise or enforce any right or provision of these T&Cs shall not constitute a waiver of such right or provision.

Each Member represents that such Member is of sufficient legal age to use the Program and to create binding legal obligations for any liability such Member may incur as a result of such Member's use of the Program.

Claims of Copyright Infringement. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that

material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials hosted by Amtrak or one of its subsidiaries infringe your copyright, you (or your agent) may send Amtrak a notice requesting that the material be removed, or access to it blocked. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send Amtrak a counter-notice. Notices and counter-notices to Amtrak must meet the then-current statutory requirements imposed by the DMCA. Notices and counter-notices with respect to the Site should be sent to:

Amtrak Law Department  
Copyright DMCA Complaint  
1 Massachusetts Avenue, NW  
Washington, DC 20001

We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, please be aware that there can be penalties for false claims under the DMCA.

**Links to Other Websites.** The Site may contain links to other Internet websites or resources. Amtrak neither controls nor endorses such other websites, nor has Amtrak reviewed or approved any content that appears on such other websites. You acknowledge and agree that Amtrak shall not be held responsible for the legality, accuracy, or inappropriate nature of any content, advertising, products, services or information located on or through any other websites, nor for any loss or damages caused or alleged to have been caused by the use of, or reliance on, any such content.

**Indemnification.** You agree to indemnify, defend and hold Amtrak, its officers, directors, employees, agents and representatives harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees), or other expenses that arise directly or indirectly out of or from (a) your breach of this Agreement; (b) any allegation that any materials that you submit to Amtrak or transmit to the Site infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; and/or (c) your activities in connection with the Site or any services related to the Site.

**Disclaimers.** THE SITE, THE MATERIALS ON THE SITE, AND ANY PRODUCT OR SERVICE OBTAINED OR ACCESSED THROUGH THE SITE ARE PROVIDED "AS IS" AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE



FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, AMTRAK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUPPLIERS, ADVERTISERS, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES RELATING TO THE ADEQUACY, ACCURACY OR COMPLETENESS OF ANY INFORMATION ON THE SITE AS IT RELATES TO THE PROGRAM.

Applicable law may not allow the exclusion of implied warranties, so the above exclusions may not apply to you. AMTRAK AND ITS AFFILIATES, SUPPLIERS, AGENTS AND SPONSORS DO NOT WARRANT THAT YOUR USE OF THE SITE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER(S) ON WHICH THE SITE IS HOSTED ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER HARDWARE, AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE SITE, AND ALL CHARGES RELATED THERETO. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND YOUR RELIANCE THEREON.

Aspects of the Amtrak Guest Rewards Program are covered by one or more of the following patents: U.S. Patent No. 5,774,870; U.S. Patent No. 6,009,412; and U.S. Patent No. 6,578,012

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G. Select, Select Plus, Select Executive Membership

Navigational Heading

Status Level Membership

Section Body

Select, Select Plus, or Select Executive membership status is an extension of the Amtrak Guest Rewards Program. All terms and conditions for the standard Amtrak Guest Rewards Program apply to Select, Select Plus and Select Executive membership.

Select membership is automatically achieved by earning 5,000 Amtrak Guest Rewards Tier Qualifying Points (TQPs) during a calendar year. Select Plus membership is automatically achieved by earning 10,000 Amtrak Guest Rewards TQPs during a calendar year. Select Executive membership is automatically achieved by earning 20,000 Amtrak Guest Rewards TQPs during a calendar year. TQPs are the base points Members earn for traveling on Amtrak using a membership number and through special promotions. Amtrak may offer the ability to earn TQPs through non-travel promotions. Each Member may earn a maximum of 4,000 TQPs by non-travel means per year.

Select, Select Plus and Select Executive benefits and qualification requirements may change from year to year. Select/Select Plus/Select Executive benefits are subject to availability.

In order to receive Select/Select Plus/Select Executive benefits, the Select/Select Plus/Select Executive Member is responsible for providing his/her Amtrak Guest Rewards Select/Select Plus/Select Executive membership card or membership number when required.

Tier Bonus Points: Select Members will earn an additional 25% on base Amtrak travel points awarded. Select Plus Members will earn an additional 50% on base Amtrak travel points awarded. Select Executive Members will earn an additional 100% on base Amtrak travel points awarded. For example, for every four points earned, one extra point will be awarded for Select, two extra points will be awarded for Select Plus, and four extra points will be awarded for Select Executive. Bonus points apply only to points earned directly through Amtrak travel and will not be awarded on points earned through Program partners, points purchased through Program partner rewards or Amtrak bonus points.

Members can belong to only one membership level at any given time; Members cannot be Select, Select Plus and Select Executive, or any combination, at the same time, and can earn either the Select, the Select Plus or the Select Executive point bonus on travel, based on tier qualification, but not multiple bonuses.

All partner offers are subject to the partner's own terms and conditions.

Amtrak and its partners reserve the right to change, modify or terminate the Select, Select Plus or Select Executive membership tier or any of its benefits at any time, with or without notice.

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H. Buy/Gift Points

Navigational Heading

Buy/Gift Points

Section Body

You may purchase points for your membership or purchase points to give to another Amtrak Guest Rewards Member. These points are referred to as “Buy/Gift Points.” Buy/Gift Points are sold by Points.com.

To purchase points, you must have the applicable Member’s Amtrak Guest Rewards member number and a valid credit card or payment method accepted by Points.com.

Buy/Gift Points can be purchased in increments of 500 points, and each Member may buy or receive up to a total of 50,000 points in a calendar year. Select, Select Plus and Select Executive Members are not subject to limits on the number of points they may buy or give in a calendar year. Separate buy/gift purchase limits may be set during bonus point promotional offer periods.

Buy/Gift Points will typically be posted to the recipient Member’s account the same day as purchased, however please allow up to 72 hours for transactions to complete.

Buy/Gift Points do not count toward Select, Select Plus or Select Executive status for the purchaser or the recipient.

Buy/Gift Points purchases are sold in U.S. Dollars. In the event that payment for Buy/Gift Points is not received, Amtrak reserves the right to cancel such points.

Payments for Buy/Gift Points are not refundable and not exchangeable.

The purchase of points and gifts of points are final.

Any points transferred through this agreement may not be conveyed to persons engaged in the sale, direct or indirect of points or arranging for the sale of such points.

Purchases from Points.com may be subject to additional terms and conditions between you as the purchaser and Points.com. Such terms and conditions, if any, will be displayed on the Points.com website at the time of purchase. Amtrak is not a party to any such terms and conditions.

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I. Share Points

Navigational Heading

Share Points

Section Body

A Member may transfer points from his or her account to the account of another Amtrak Guest Rewards Member. These points are referred to as “Share Points”.

To share points, a Member must have his or her Amtrak Guest Rewards member number and the recipient's Amtrak Guest Rewards member number.

Points can be shared in increments of 1,000 points. Members may not share more than 100,000 points total in a calendar year. Select Executive Members are not subject to limits on the number of points they may share.

Share Points are typically posted to the recipient's Amtrak Guest Rewards account the same day, however please allow up to 72 hours for points to appear in the recipient's account.

Share Points do not count toward Select, Select Plus or Select Executive status for the recipient.

Members will be charged \$0.01 USD per point transferred. GST/HST and/or other applicable taxes apply to residents in Canada. Amtrak retains the right to transfer points back to the original account if the payment is not received.

Payments for Share Points are not refundable and not exchangeable.

All Share Points transactions are final. Once a transaction is complete and payment is received, the points will not be re-deposited to the original account under any circumstance.

Any points transferred through this agreement may not be conveyed to persons engaged in the sale, direct or indirect of points or arranging for the sale of such points.

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